

**THE COMPANIES ACTS 1985 TO 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

SUPPORTED HOUSING IN PARTNERSHIP

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THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

SUPPORTED HOUSING IN PARTNERSHIP

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

Name of each subscriber

Authentication by each subscriber

Anthony John Morgan

Anthony Morgan

Christopher Andrew Lord

CA Lord

Andrew James Bartlett

AJBartlett

Amanda Louise Catney

ACatney

Ursula Anne Holman

Ursula Holman

Dated 8 December 2011

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**ARTICLES OF ASSOCIATION
of
SUPPORTED HOUSING IN PARTNERSHIP**

INTERPRETATION ETC

Definitions

1 In these Articles unless the context otherwise requires:

2008 Act	means the Housing and Regeneration Act 2008.
the Articles	means the company's articles of association as they may be amended from time to time.
chair	Means a person appointed as chair and holding office as chair under these Articles.
chair of the meeting	has the meaning given in article 47.
clear days	means in relation to the period of a notice that period excluding the day when 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.
Committee Member	means a member of the Management Committee, and includes any person occupying the position of Director (for the purpose of the Companies Act 2006), by whatever name called.
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.
Corporation	means any body corporate.
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.

Executed	includes any mode of execution.
Group	in relation to any Member means that Member, its Subsidiaries, any body of which it is a Subsidiary and any Subsidiary of any such body and Group Member has a corresponding meaning.
Management Committee	means the Management Committee of the Company or any meeting of the Management Committee at which a quorum is present.
Member	has the meaning given in section 112 of the Companies Act 2006 and Membership has a corresponding meaning.
Objects	means the objects of the Company set out in article 4.
office	means the Company's registered office.
ordinary resolution	has the meaning given in section 282 of the Companies Act 2006.
participate	in relation to a meeting of the Management Committee, has the meaning given in article 15.
poll vote	means a vote conducted by way of a poll demanded in accordance with article 56.
proxy notice	has the meaning given in article 60.
the Seal	means the common seal of the Company.
Secretary	means the Company secretary or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.
Senior Representative	In relation to any entity means a member of its governing body or a senior employee.
Social Housing	has the meaning given in section 68 of the 2008 Act.
Social Housing Provider	means a registered provider of social housing which does not trade for profit, as defined in the 2008 Act, a local housing authority or another body which does not trade for profit and which provides and/or manages social housing.
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.

United Kingdom

means the United Kingdom of Great Britain and Northern Ireland.

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.

Interpretation

2 In these Articles

2.1 words or expressions defined in the Companies Acts on the date of adoption of these Articles bear the meaning given to them there.

2.2 a reference to a person shall, unless the context requires otherwise, include a body corporate, a reference to the singular shall include the plural, and a reference to the masculine shall include the feminine and vice versa.

Registered Office

3 The Company's registered office is situated in England and Wales

OBJECTS; LIABILITY; WINDING UP

Objects

4 The Company's Objects are to

4.1 Contribute to the development of developing best practice in the social housing, care and support sector(s) by such means as it thinks fit including (without limitation):

4.1.1 improving the knowledge of its Members' staff and encouraging best practice in this respect;

4.1.2 organising training for its Members' staff;

4.1.3 making representations to governmental, trade and other relevant bodies on issues relating to social housing, care and support; and

4.1.4 producing guidance and publications on matters relating to social housing, care and support.

4.2 Acquire interests in office premises.

4.3 Engage and pay such consultants, agents, advisers or others as are necessary for the furtherance of the Objects of the Company.

4.4 Insure its property and assets and arrange insurance cover for and (to the extent permitted by law from time to time) to indemnify its Committee Members, Members, and workers from and against all such risks incurred in the proper performance of their duties as it shall consider appropriate and in particular to purchase and maintain for any Committee Member, other officer or auditor of the Company insurance against any liability against which the Company may lawfully insure any such persons including (without

prejudice to the generality of the foregoing) any liability which by virtue of any rule of law would attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company and, to such extent as may be permitted by law, otherwise to indemnify or to exempt any such person against or from any such liability.

- 4.5 Acquire, manage, dispose of, deal in, any property or assets wherever situate and to demolish, construct, improve, alter, furnish and maintain the same (including procuring such works).
- 4.6 Invest any of the Company's funds in any investment from time to time authorised by the law and to secure the repayment of any money lent.
- 4.7 Incur indebtedness and secure the Company's performance of any obligation or liability it may undertake or which may become binding on it.
- 4.8 Co-operate with and enter into any contracts or arrangements with and enter into any partnership or profit sharing arrangement with any persons or bodies.
- 4.9 Subscribe to become a Member of or amalgamate or co-operate with any other organisation.
- 4.10 Accept grants, donations, bequests and gifts for any or all of the Objects and deal with them in furtherance of the Objects.
- 4.11 Subject to such consents as may be required by law sell, transfer, lease, license, mortgage, charge by way of fixed or floating charge, dispose of or turn to account all or any of the Company's assets.
- 4.12 Operate bank accounts.
- 4.13 Undertake and execute or manage any trusts. If the Company acquires any property which is subject to any trusts, it shall only deal with or invest in as allowed by such trusts.
- 4.14 Make donations, grants and loans to third parties on such terms as the Company thinks fit.
- 4.15 Promote research which is relevant to the Objects and to publish the results.
- 4.16 Pay the costs, charges and expenses of the Company's formation and registration.
- 4.17 Retain or pay any of the Company's net surplus or to make any distribution in furtherance of the Objects.
- 4.18 Enter into any arrangements with any government or authority or person and to obtain from any such government or authority or person any legislation, orders, rights, privileges, franchises and concessions and to carry out, exercise and comply with the same.
- 4.19 Apply for and take out, purchase or otherwise acquire any trade and service marks and names, designs, patents, patent rights, inventions and secret processes and to carry on the business of an inventor, designer or research organisation.
- 4.20 Subscribe, guarantee or pay money for any purpose likely, directly or indirectly, to further the interests of the Company or of its Members or for any national, charitable, benevolent, educational, social, public, general or useful object.

- 4.21 Do all or any of the things or matters aforesaid as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- 4.22 Do all such other things as in the opinion of the Company are or may be incidental or conducive to the attainment of its Objects or any of them.

Limited Liability

- 5 The liability of the Members is limited.

Members' Guarantee

- 6 Every Member undertakes to contribute to the assets of the Company, in the event of the same being wound up while they are a Member, or within one year after they cease to be a Member, for payment of the debts and liabilities of the Company contracted before they ceased 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 one pound.

Winding Up

- 7 If the Company is wound up then any surplus assets after provision has been made for all liabilities of the Company (including any liabilities owing to the Members) will not be distributed to the Members but will be distributed to such body as the Members may choose by special resolution, provided that this is a body which carries on a similar business to the Company, or, if no such body can be found, is a charitable body engaged in the provision of care and support.

MANAGEMENT COMMITTEE'S POWERS AND RESPONSIBILITIES

Management Committee's general authority

- 8 (1) Subject to the Articles, the Management Committee is responsible for the management of the Company's business.
- (2) For the purpose of Article 8(1) the Management Committee may exercise all the powers of the Company. No change to the Articles will invalidate any prior act of the Management Committee.
- 9 The Members may, by special resolution, direct the Management Committee to take, or refrain from taking, specified action. No such special resolution invalidates anything which the Management Committee has done before the passing of the resolution.

Management Committee may delegate

- 10 (1) Subject to the Articles and to any restriction agreed by the Members from time to time, the Management Committee may delegate any of the powers which are conferred on it under the Articles—
- (a) to such person or committee;
 - (b) by such means (including by power of attorney and/or by appointment of an agent);

- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;

as it thinks fit.

(2) If the Management Committee so specifies, any such delegation may authorise further delegation of the Management Committee's powers by any person to whom they are delegated.

(3) The Management Committee may revoke any delegation in whole or part, or alter its terms and conditions.

Sub-committees

11 (1) Sub-Committees to which the Management Committee delegates any of its 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 the Management Committee.

(2) The Management Committee 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 MANAGEMENT COMMITTEE

Management Committee to take decisions collectively

12 (1) The general rule about decision-making by Management Committee is that any decision of the Management Committee must be either a majority decision at a meeting or a decision taken in accordance with article 13.

(2) If—

- (a) the Company only has one Committee Member, and
- (b) no provision of the articles requires it to have more than one Committee Member,

the general rule does not apply, and the Committee Member may take decisions without regard to any of the provisions of the articles relating to Management Committee's decision-making.

Written Management Committee Resolutions

13 A resolution in writing sent to all the Committee Members, or to members of a sub-committee of the Management Committee entitled to receive notice of a meeting of the Management Committee (or of such sub-committee) and to vote on that resolution, and signed or approved by communication in electronic form or by written communication by not less than 75 per cent of them, shall be as valid and effective as if it had been passed at a meeting of the Management Committee (or as the case may be a sub-committee of the Management Committee) duly convened and held and may consist of several documents in the like form each signed by one or more persons.

Proceedings of the Management Committee

- 14 (1) Any Committee Member may call a Management Committee meeting by giving notice of the meeting to the Committee Members or by authorising the Secretary (if any) to give such notice.
- (2) Notice of any Management Committee meeting must indicate—
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that Committee Members 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.
- (3) Notice of each Management Committee meeting must be sent in writing at least 7 days before the meeting. This deadline can be shortened with the approval of all Committee Members.
- (4) Notice of a Management Committee meeting need not be given to Committee Members 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.

Participation in Management Committee meetings

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

Quorum for Management Committee meetings

- 16 (1) At a Management Committee meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another Management Committee meeting.
- (2) The quorum for transaction of business at a Management Committee meeting may be fixed from time to time by a decision of the Management Committee. Unless otherwise fixed it is 4 Committee Members entitled to vote on that business.
- (3) If a Management Committee meeting is duly called and no quorum is reached within 30 minutes of the time stated in the notice calling that meeting then the meeting may be adjourned to the same day at the same time in the following week. If a quorum is not

reached within 30 minutes of the time the adjourned meeting should have started then the meeting will be dissolved.

Chair and Vice Chair

- 17 The Management Committee shall appoint a Committee Member to chair the Management Committee and one to be vice chair. The chair and vice chair shall each hold office for such term not exceeding 3 years as the Management Committee determines. The chair and vice chair each may be re-elected for successive further terms of up to 3 years each. A chair or vice chair will cease to hold this office on ceasing to be a Committee Member. The Management Committee may at any time remove the chair and/or vice chair from office and appoint a replacement.
- 18 Unless (s)he is unwilling to do so, the chair (or in his/her absence the vice chair) shall preside at every meeting of the Management Committee at which (s)he is present. But if there is no chair or vice chair, or if they are unwilling to proceed or are not present within 30 minutes after the time appointed for the meeting, the Committee Members present may appoint one of their number to chair the meeting.

Voting at Management Committee Meetings

- 19 Decisions of the Management Committee are taken by a majority of the votes cast by its Committee Members.
- 20 On each resolution of the Management Committee each Committee Member shall have one vote, subject to article 21 (conflicts).
- 21 In case of a tie, the Chair shall have a second or casting vote.

Conflicts of interest: Management Committee

- 22 (1) If a proposed decision of the Management Committee is concerned with an actual or proposed transaction or arrangement with the Company in which a Committee Member is interested, that Committee Member is not to be counted as participating in the decision-making process for quorum or voting purposes.

(2) But if paragraph (3) applies, a Committee Member 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.

(3) This paragraph applies when—
 - (a) the Management Committee resolves to disapply the provisions of the Articles which would otherwise prevent a Committee Member (the **affected Committee Member**) from being counted as participating in the decision-making process. The affected Committee Member may not vote on, or participate in any discussion of, a Management Committee resolution under this sub-paragraph (a); or
 - (b) the Committee Member's interest cannot reasonably be regarded as likely to give rise to a conflict of interest.
(4) For the purposes of this article, references to proposed decisions and decision-making processes include any Management Committee meeting or part of a Management Committee meeting.

(5) Subject to paragraph (6), if a question arises at a meeting of the Management Committee or of a committee of the Management Committee as to the right of a Committee Member 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 chair whose ruling in relation to any Committee Member other than the chair is to be final and conclusive.

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

Defect in Appointment or Disqualification

- 23 All acts done by a meeting of the Management Committee or of a committee of the Management Committee or by a person acting as a Committee Member shall, notwithstanding that it is later discovered that there was a defect in their appointment or that they were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Committee Member and had been entitled to vote.

Committee Member's discretion to make further rules

- 24 Subject to the Articles, the Management Committee 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 Committee Members.

Size and Composition of the Management Committee

- 25 Unless otherwise determined by special resolution the number of Committee Member shall not be less than 4 nor more than 12. If the number of Committee Members shall fall below the minimum number, the remaining Committee Member(s) may continue to act subject to the other provisions of these Articles.

Appointment of Committee Members

- 26 The Members may elect Committee Members either to fill a vacancy or as an addition to the Management Committee.
- 27 The Management Committee may appoint Committee Members either to fill a vacancy or as an addition to the Management Committee.

Termination of Committee Member's appointment

- 28 A person ceases to be a Committee Member as soon as—
- 28.1 that person ceases to be a Committee Member by virtue of any provision of the Companies Act 2006 or is prohibited from being a Committee Member by law;
- 28.2 a bankruptcy order is made against that person;
- 28.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 28.4 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 Committee Member and may remain so for more than three months;

- 28.5 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;
- 28.6 notification is received by the Company from the Committee Member that the Committee Member is resigning from office, and such resignation has taken effect in accordance with its terms.
- 28.7 the Committee Member is removed by an ordinary resolution. It shall not be necessary to give special notice of a meeting called for the purpose of passing such resolution;
- 28.8 the Committee Member dies;
- 28.9 the Committee Member has been absent for three consecutive Management Committee meetings without the permission of the Management Committee and the Management Committee resolves that he or she ceases to be a Committee Member;
- 28.10 any contract or appointment letter under which he or she holds office as a Committee Member is terminated for any reason or expires;
- 28.11 the Committee Member has been convicted of an indictable offence which is not, or cannot be, spent; or
- 28.12 the Committee Member is removed by a resolution passed by two-thirds of the Committee Members excluding the Committee Member the subject of the proposed removal, provided the following conditions are satisfied:
- at least fourteen days notice of the proposed resolution has been given to all Committee Members; and
 - the notice sets out in writing alleged breach(es) of the Committee Member's obligations; and
 - the Management Committee is satisfied that the allegation(s) is or are true; or
- 28.13 the Committee Member was an employee or member of the governing body of a Social Housing Provider when appointed to the Management Committee, and has ceased to be such employee or member, and the Management Committee resolves that he or she should cease to be a Committee Member.
- 29 A Committee Member's term of office shall be determined by the Management Committee but may not exceed a three year maximum period. Thereafter the Committee Member shall be eligible for reappointment for a further such term(s). No Committee Member shall serve more than 9 consecutive years in aggregate.

Alternate Committee Members

- 30 A Committee Member may not appoint another person to be an alternate Committee Member.

Committee Member's expenses

- 31 Committee Members may undertake any services for the Company that the Management Committee decides.

- 32 (1) The Company may pay any reasonable expenses which Committee Members properly incur in connection with their attendance at—
- (a) meetings of the Management Committee or sub-committees of the Management Committee,
 - (b) general meetings, or
 - (c) 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.

(2) Committee Members and members of sub-committees of the Management Committee are not entitled to remuneration from the Company for acting in this capacity.

SECRETARY

- 33 Subject to the provisions of the Companies Acts, the secretary shall be appointed by the Management Committee for such term, at such remuneration and upon such conditions as they think fit, and may be removed and/or replaced by the Management Committee. The Management Committee may determine not to appoint a secretary.

MINUTES

- 34 The secretary (or if there is no secretary, the chair) shall cause minutes to be made in books kept for the purpose:-
- 34.1 of all appointments of officers made by the Management Committee; and
 - 34.2 of all proceedings at meetings of the Company and of the Management Committee, and of sub-committees of the Management Committee and of any class or type of Member, including the names of the persons present at each such meeting.

BECOMING AND CEASING TO BE A MEMBER

Admission of Members

- 35 (1) The Management Committee may from time to time admit a Social Housing Provider which provides care and/or support services, or a Senior Representative of such Social Housing Provider, as a Member of the Company subject to and in accordance with this Article and Article 36.
- (2) If a Social Housing Provider is or becomes a Member, a Senior Representative of that Social Housing Provider cannot also be or remain a Member in that capacity.
 - (3) The Management Committee may not admit, or allow to continue, as a Member more than one persons acting as Senior Representatives of any single Social Housing Provider.

- (4) Any Senior Representative who is admitted as a Member will be registered as a Member in his or her own right, and not as a corporate representative of the Social Housing Provider.
 - (5) The Management Committee may not appoint any persons as Members other than as permitted by this Article 35.
- 36 The admission of a new Member is subject to such conditions as the Management Committee may determine. Without limiting the generality of the foregoing, each applicant must sign and deliver to the office a written application for membership in a form approved by the Management Committee and the Management Committee may require payment of such fee as it may prescribe as a condition of initial or continuing Membership.

Corporations

- 37 A corporation being a Member may nominate a person to act as its representative in the manner provided in Section 323 of the Companies Act 2006. Such representative shall have the right on behalf of the corporation to attend general meetings of the Company and vote at it, and generally exercise all rights of Membership on behalf of the corporation. A corporation may from time to time revoke the nomination of such representative, and nominate another representative in their place. All such nominations and revocations shall be in writing and take effect upon receipt at the office. For the avoidance of doubt, more than one Member may appoint the same individual to act as their respective representative.

Succession and Cessation of Membership

- 38 If a Member which is a Social Housing Provider merges with or into or converts into another corporation by operation of law (including, without limitation, a transfer of engagements, amalgamation or conversion under the Industrial and Provident Societies Acts 1965 to 2002) and the resulting body is eligible for Membership under Articles 35 and 36, the Management Committee will admit that corporation (the **resulting corporation**) as a Member in place of that merging Member. For the avoidance of doubt, where more than one Member merges with each other, the resulting corporation will be treated as a single Member for all purposes of these Articles.
- 39 A Member may be removed from the Company:
- 39.1 by a special resolution at a general meeting of which not less than twenty-eight clear days' notice has been sent to the Member concerned and to all other Members. The notice shall specify the intention to propose such resolution and include the grounds on which it is proposed. The Member whose removal is proposed or their representative shall be entitled to attend and be heard at the meeting; or
 - 39.2 if that Member ceases to be a Social Housing Provider which provides care and support or (as the case may be) a Senior Representative of such Social Housing Provider; or
 - 39.3 In the case of a Member which is a Social Housing Provider:
 - 39.3.1 if the Member passes a resolution that it be wound up, or a meeting to propose such resolution is called or a Court orders that the Member be wound up, or a petition to wind up the Member is presented, or an application is made for an administration order in respect of the Member; or

- 39.3.2 a receiver, receiver and manager, liquidator, administrator, supervisor or administrative receiver or other insolvency officer is appointed in respect of the Member's property or assets or any part thereof or an encumbrancer takes possession of any of the Member's assets or undertaking; or
 - 39.3.3 the Member is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986 or it suspends, or announces an intention that it may fail to make, any payment on its indebtedness or begins negotiations with any of its creditors generally with a view to the readjustment or rescheduling of any of its indebtedness; or
 - 39.3.4 the Member fails to pay when due any financial indebtedness or declares an intention to do so or any demand is made for the repayment of any of its financial indebtedness, in each case where the financial indebtedness is for an amount in excess of £100,000;
- 39.4 If in the case of a Member which is a Senior Representative of a Social Housing Provider:
- 39.4.1 the Social Housing Provider of which he or she is a Senior Representative is subject to any of the events set out in Article 39.3; or
 - 39.4.2 the Senior Representative would be subject to any of the events in Articles 28.1 to 28.5 or 28.8 if he or she were a Committee Member); or
 - 39.4.3 he or she is ineligible or ceases to be eligible to be a Member by virtue of Article 35.
- 39.5 The Member does not pay any Membership fee prescribed by the Management Committee within the period allowed by the Management Committee for such payment;
- 39.6 The Member gives not less than three months' written notice to the Company of resignation as a Member, which notice takes effect on the expiry of the period stated
- 40 A Senior Representative may at any time request that the Social Housing Provider of which he or she is a Senior Representative be registered as a Member in his or her place. Such request will be accompanied by an application for membership from the Social Housing Provider. The request and application will take effect on delivery at the office. The Social Housing Provider will be registered as a Member and the Senior Representative will cease to be a Member.

ORGANISATION OF GENERAL MEETINGS

Convening General Meetings

- 41 The Management Committee may call general meetings and, on the requisition of Members pursuant to the Act, shall forthwith proceed to convene a general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Committee Members to call a general meeting, or if within 28 days after delivery of a requisition to the Company a meeting required by this Article has not been convened, any Committee Member or Member may call a general meeting.
- 42 General Meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if a majority of the Members holding not less than ninety per cent of the total voting rights at the meeting of all Members agree.

- 43 The notice shall specify the time and place and time of the meeting. Notice shall be given to all the Members, Committee Members and the Company's auditors.
- 44 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person shall not invalidate the proceedings at that meeting.

Attendance at General Meetings

- 45 Any Member shall be entitled to appoint another person as their proxy to attend instead of it and any proxy so appointed shall have the same right as the Member to speak and vote at the meeting.
- 46 (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.
- (2) A person is able to exercise the right to vote at a general meeting when—
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) 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.
- (3) The Management Committee may make whatever arrangements it considers appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- (4) 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.
- (5) 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.

Chairing general meetings

- 47 (1) If the Management Committee has appointed a chair, the chair shall chair general meetings if present and willing to do so.
- (2) If the Management Committee has not appointed a chair, or if the chair is unwilling to chair the meeting or is not present within thirty minutes of the time at which a meeting was due to start, the meeting must appoint a Committee Member or Member to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.
- (3) The person chairing a meeting in accordance with this article is referred to as the **chair of the meeting**.

Quorum for General Meetings

- 48 No item of business, other than the appointment of the chair of the meeting, shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to transact that business. Eight Members present in person or by proxy or by a corporate representative shall be a quorum.

- 49 If a quorum is not present within half an hour from the time appointed for a general meeting it shall stand adjourned to the same day in the next week at the same time and place or to such later day and time and/or other place as the Members present decide. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved.
- 50 Committee Members may attend and speak at general meetings, whether or not they are Members.
- 51 The chair of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.

Adjournment

- 52 (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 chair of the meeting must adjourn it.
- (2) The chair of the meeting may adjourn a general meeting at which a quorum is present if—
- (a) the meeting consents to an adjournment, or
 - (b) 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.
- (3) The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chair of the meeting must—
- (a) 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 Management Committee, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (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)—
- (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- (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.

Proceedings at General Meetings

- 53 If the chair considers that the meeting place specified in the notice convening the meeting is inadequate to accommodate all those entitled and wishing to attend, the meeting shall nevertheless be duly constituted and its proceedings valid provided that the chair is

satisfied that adequate facilities are available to ensure that Members who cannot be accommodated are able to participate in the business of the meeting and to see and hear all persons present who speak (whether by the use of microphones, loud speakers, audio visual communications equipment or otherwise), whether in the meeting place or elsewhere, and to be seen and heard by all other persons in the same manner.

VOTING AT GENERAL MEETINGS

Voting: general

- 54 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.

Errors and disputes

- 55 (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.

(2) Any such objection must be referred to the chair of the meeting whose decision is final.

Poll votes

- 56 (1) A poll on a resolution may be demanded—

- (a) in advance of the general meeting where it is to be put to the vote, or
- (b) 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.

(2) A poll may be demanded by—

- (a) the chair of the meeting;
- (b) the Management Committee;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.

(3) A demand for a poll may be withdrawn if—

- (a) the poll has not yet been taken, and
- (b) the chair of the meeting consents to the withdrawal.

(4) Polls must be taken immediately and in such manner as the chair of the meeting directs.

(5) If a demand for a poll is withdrawn this shall not invalidate the result of a show of hands declared before the demand was made.

(6) If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

(7) The result of a poll shall be the resolution of the meeting at which the poll was demanded.

Votes of Members

57 On a show of hands or on a poll, every Member present in person or by proxy shall have one vote but subject to article 64 (Conflicts of Interest: General Meetings).

58 In case of a tie, the Chair of the meeting shall have a second or decisive vote.

59 Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority shall be final and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

Content of proxy notices

60 (1) Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which—

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner (which may be by electronic communication) as the Management Committee may determine; and
- (d) 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 (which may be by electronic communication).

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

(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.

(4) Unless a proxy notice indicates otherwise, it must be treated as—

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

Delivery of proxy notices

61 (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. If a Member who has appointed a proxy then attends and votes at a general meeting, the proxy cannot vote on behalf of that Member.

(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.

(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.

(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.

Amendments to resolutions

62 (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

- (a) 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
- (b) the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

(2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—

- (a) the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

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

Written resolutions of Members

63 Members may pass a written resolution in accordance with Part 13, Chapter 2 Companies Act 2006. In accordance with section 297(1)(a) of the Companies Act 2006, a proposed written resolution lapses if it is not passed before the end of three months beginning with the circulation date.

64 Conflicts of interest: General Meetings

(1) If a proposed decision of a general meeting is concerned with an actual or proposed transaction or arrangement with the Company in which a Member is interested, that Member is not to be counted as participating in the decision-making process for quorum or voting purposes. A Member who has such an interest must declare that interest at or before the general meeting at which it is discussed.

(2) But if paragraph (3) applies, a Member 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.

(3) This paragraph applies when—

- (a) the Management Committee resolves to disapply the provisions of the Articles which would otherwise prevent a Member (the **affected Member**) from being counted as participating in the decision-making process. Any Committee Member who is an employee or officer of the affected Member may not vote on, or participate in any discussion of, a Management Committee resolution under this sub-paragraph (a); or
- (b) the Member's interest cannot reasonably be regarded as likely to give rise to a conflict of interest.

(4) For the purposes of this article, references to proposed decisions and decision-making processes include any general meeting or part of a general meeting.

(5) Subject to paragraph (6), if a question arises at a general meeting as to the right of a Member 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 chair whose ruling (save where paragraph (6) applies) is to be final and conclusive.

(6) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of a Member of which the chair is an officer or employee, the question is to be referred to and decided by a decision of the Management Committee, for which purpose the chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

PART 4

ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

- 65 (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.
- (2) Subject to the Articles, any notice or document to be sent or supplied to a Committee Member in connection with the taking of decisions by Committee Members may also be sent or supplied by the means by which that Committee Member has asked to be sent or supplied with such notices or documents for the time being.
- (3) A Committee Member may agree with the Company that notices or documents sent to that Committee Member 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.
- (4) A Member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and of the purpose for which it was called.
- (5) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

Company seals

- 66 (1) Any common seal may only be used by the authority of the Committee Member .
- (2) The Committee Member may decide by what means and in what form any common seal is to be used.
- (3) Unless otherwise decided by the Committee Member , 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.
- (4) For the purposes of this article, an authorised person is—
- (a) any Committee Member of the Company;
 - (b) the Secretary (if any); or
 - (c) any person authorised by the Committee Member for the purpose of signing documents to which the common seal is applied.
- (5) The Company shall keep and maintain a register of sealings together with the other records required by the Companies Acts.
- (6) The Management Committee may authorise the execution of documents without use of the seal in any way authorised by law.

Provision for employees on cessation of business

- 67 The Committee Member 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 Committee Member or former Committee Member 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.

Committee Members' Indemnity and Insurance

Indemnity

- 68 (1) Subject to paragraph (2), a relevant Committee Member of the Company or an associated company may be indemnified out of and to the extent of the Company's assets against—
- (a) any liability incurred by that Committee Member in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
 - (b) any liability incurred by that Committee Member 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),
 - (c) any other liability incurred by that Committee Member as an officer of the Company or an associated company.
- (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.
- (3) In this Article—
- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
 - (b) a "relevant Committee Member" means any Committee Member or former Committee Member of the Company or an associated company.

Insurance

- 69 (1) The Management Committee may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Committee Member in respect of any relevant loss.
- (2) In this article—
- (a) a "relevant Committee Member" means any Committee Member or former Committee Member of the Company or an associated company,
 - (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Committee Member in connection with that Committee Member'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

- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

Dispute resolution

- 70 Article 71 applies in respect to any dispute relating to the interpretation or application of these Articles which may arise between Members or Committee Members or other persons affected by these Articles (each a **Disputed Matter**).
- 71 The parties to the Dispute will attempt to settle each Disputed Matter by mediation and the following shall apply:
- 71.1.1 The mediator shall be agreed between the parties on or before the referral to mediation, or a written request shall be made to CEDR (Centre for Dispute Resolution) or any other agreed body to appoint a mediator within 7 days of the request;
 - 71.1.2 The cost of the mediator shall be borne equally by the parties unless otherwise agreed;
 - 71.1.3 The parties shall meet their own costs relating to the mediation unless otherwise agreed;
 - 71.1.4 The mediator will be requested to mediate the dispute within 14 days of his appointment;
 - 71.1.5 If the mediation does not settle the issue in dispute then any party may refer to Court the matter which remains a Disputed Matter;
 - 71.1.6 Each party will seek to resolve Disputed Matters at minimum cost and will use all reasonable endeavours to avoid incurring unnecessary or excessive costs in resolving Disputed Matters.