

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**OF**

**THE GARAGE EQUIPMENT ASSOCIATION LIMITED**  
**(the "Company")**

Adopted by special resolution passed on 30<sup>th</sup> April 2026

## Introduction

### 1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

**Act:** the Companies Act 2006;

**Articles:** the Company's articles of association for the time being in force;

**Associate Member:** an associate member of the Company;

**Associated Services:** services other than Full Member Services which are associated with the garage equipment industry, including the provision of financing, insurance, technical/service data, publishing and business systems;

**Board:** the board of directors of the Company from time to time;

**Business Day:** any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

**Conflict:** a situation in which a member has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

**Council:** a committee of the Company constituted to deal with:

- (a) all matters affecting the garage equipment industry;
- (b) matters relating to membership of the Company as set out in these Articles;
- (c) decisions relating to the affiliation of the Company with any party; and
- (d) such other matters as the Board may delegate to it,

on behalf of the Company and such other matters that may be delegated to it by the Board;

**Council Meeting:** a meeting of the Council;

**Council Member:** a member of the Council;

**Disciplinary Meeting:** has the meaning given to that term in article 10.1;

**Distributor:** an established distributor to the users of garage equipment in the United Kingdom who carries stocks adequate for such purpose and provides technical services to manufacturers and users to the satisfaction of the Company;

**Eligible Director:** a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to article 11, any director whose vote is not to be counted in respect of the particular matter);

**Full Member:** a full member of the Company;

**Full Member Services:** the services provided by a Manufacturer, a Distributor, an Importer and a Servicer;

**Honorary Officers:** the President, the Senior Vice President, the Junior Vice President and the Honorary Treasurer and each shall be an **Honorary Officer**;

**Honorary Treasurer:** the treasurer of the Association;

**Importer:** a manufacturer's agent or concessionaire in the United Kingdom for garage equipment which conforms to standards of safety and design satisfactory to the Company and provides adequate after sales service;

**Investigated Member:** has the meaning given to that term in article 10.1;

**Junior Vice President:** the junior vice president of the Council;

**Manufacturer:** a manufacturer of garage equipment which conforms to standards of safety and design satisfactory to the Company and provides adequate after sales service (either directly or through an agent);

**Members:** means all of the Full Members, Associate Members and none UK members of any other classes established by the Company and each shall be a Member;

**Model Articles:** the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered "Model Article" is a reference to that article of the Model Articles;

**None UK Member:** A manufacturer or importer of garage to the UK market.

**President:** the president of the Council;

**Representative:** an executive, director, officer or employee of a Member who is not a natural person who that Member appoints to act as its representative;

**Secretary**, Association secretary normally fulfilled by the CEO /Executive director;

**Senior Vice President**: the senior vice president of the Council;

**Servicer**: an established entity engaged in the installation, servicing and/or repair of garage equipment in the United Kingdom which conform to standards of safety and workshop practice satisfactory to the Company; and

**Sponsor**: A current member who take responsibility for the companies' actions that they are sponsoring during the first year of membership;

**Subscription Year**: has the meaning given to that term in article 7.9(a).

- 1.2 Unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an "**article**" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
  - (a) any subordinate legislation from time to time made under it; and
  - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2. Objects**

The objects for which the Company is established are:

- (a) to encourage and promote in the United Kingdom and abroad the interests of the garage equipment industry (which expression includes manufacturers, importers, distributors and servicers of garage equipment and all component parts thereof and accessories thereto, and manufacturers, importers, distributors and servicers engaged in ancillary and allied trades);

- (b) to provide for the garage equipment industry the means for formulating, making known and influencing general policy effecting the industry in regard to industrial, economic, legal, fiscal, commercial and technical questions, and to act as a national point of reference for those seeking the industry's views;
- (c) to watch over and encourage the garage equipment industry's efficiency and competitive power and to provide advice, information and services to that end;
- (d) to provide the European Commission, Parliament, public bodies, companies, clubs and others with the facility for ascertaining the views of associations, societies, companies, firms and persons engaged in the garage equipment industry as regards matters directly or indirectly affecting that industry, and to confer with the European Commission, Parliament, public bodies, companies, clubs and others with reference there to;
- (e) to originate and promote improvements in the law and to support or oppose alterations therein, and to effect improvements in administration, and for the purposes aforesaid to petition the European Commission and UK Parliament and take such other steps and proceedings as may be deemed expedient;
- (f) to afford advice to and disseminate information amongst its Members generally on all matters affecting the garage equipment industry and to print, publish, issue, circulate and give access to such papers, periodicals, books, circulars, press releases and other literary undertakings as may seem conducive to any of the objects of the Company;
- (g) to improve the technical and general knowledge of companies, firms and persons engaged in the garage equipment industry or in any employment, manual or otherwise, in connection therewith;
- (h) to promote just and honourable practice in the conduct of business and to suppress malpractice;
- (i) to consider and discuss all questions affecting the garage equipment industry, and to procure the delivery of lectures and presentations on subjects of interest to companies, firms or persons engaged in such industry;
- (j) to cultivate and obtain reciprocal relations with kindred institutions, associations, societies and federations and where deemed appropriate by the Council adopt and attach by way of affiliation such institutions, associations, societies and federations to the Company in the United Kingdom or other countries;
- (k) to nominate arbitrators and umpires in such terms and in such cases as may seem expedient;
- (l) to encourage the discovery of and investigate and make known the nature and merits of inventions which may seem capable of being used by companies, firms or persons engaged in the garage equipment industry;

- (m) to conduct, hold and promote, or assist in the conduct, holding and promoting of shows, exhibitions, competitions and matches connected with the garage equipment industry generally, and to give and contribute towards prizes, cups and other awards;
- (n) to adopt such means of making known any objects of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by press releases, by publication of books and periodicals, and by any other means;
- (o) to acquire by purchase, exchange, lease, hiring or otherwise any land, buildings, machinery, plant or other property desirable to be acquired for any of the purposes of the Company;
- (p) to enter into an arrangement with any governments or authorities (international, national, local or otherwise) that may seem to be conducive to the Company's objects or any of them, and to obtain from them and exercise any rights, privileges, licences and concessions which may seem desirable;
- (q) to raise or borrow money on any terms or conditions upon the security of debenture stock, debentures, mortgages of or charges upon, all or any of the property or assets of the Company, present or future, or without any such security, and to make, accept, endorse and execute promissory notes, bills of exchange and other negotiable instruments, and to issue and grant receipts and acknowledgements of monies received or held on deposit or otherwise;
- (r) to apply the money of the Company in any way in or towards the establishment, maintenance, benefit or extension of any association, institution, fund, exhibition or show intended to advance the interests of the Company or for the benefits of any workmen or their families, and whether or not in common with other classes or persons, and to contribute to any fund raised by local or public subscription for any purpose whatever or to any charitable object;
- (s) to invest in any manner authorised by the Board or any committee to which the Board has for the time being delegated responsibility for the Company's financial affairs, monies not immediately required for the purposes of the Company, and to lend money at interest upon securities or otherwise;
- (t) to do all such lawful things as the Company may deem incidental or conducive to the attainment of any of the aforesaid objects, or otherwise for furthering the interests of the Company, and either in the United Kingdom or abroad, and either alone or in conjunction with, or as factors, agents or trustees for other companies, firms or individuals, and so that in carrying out of the objects of the Company, regard shall be had to the interests of the Members generally;
- (u) to foster the observance of good principles and standards in the design, manufacture, selling, distribution and installation of garage equipment which shall include ensuring that Members make adequate provision for aftersales

instruction and servicing as is necessary for the proper operation of garage equipment in the interests of all users;

- (v) to ensure that at all times all Members comply in full with the provisions of any relevant Code of Practice adopted by the Company and to ensure that the Code of Practice so adopted is regularly updated as is necessary;
- (w) to establish and maintain a register of Members and to obtain the observance by the Members of the Articles;
- (x) to take such other additional steps as may appear to be of benefit to the Members, the garage equipment industry and users of garage equipment.

### **3. Powers**

In pursuance of the objects set out in article 2, the Company has the power to:

- (a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- (b) borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- (c) invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- (d) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- (e) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and surety-ships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- (f) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;

- (g) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- (h) enter into contracts to provide services to or on behalf of other bodies;
- (i) provide and assist in the provision of money, materials or other help;
- (j) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (k) incorporate subsidiary companies to carry on any trade; and
- (l) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2.

#### **4. Not for distribution**

4.1 The income and property of the Company shall be applied solely in promoting the object of the Company as set out in article 2.

4.2 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of:

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

#### **5. Winding up**

On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the Members shall not be paid or distributed to such Members but shall be transferred to another body (charitable or otherwise):

- (a) with objects similar to those of the Company; and
- (b) which shall prohibit the distribution of its or their income to its or their members,

such body to be determined by the Members at the time of winding-up or dissolution.

## **6. Guarantee**

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while they are a Member or within one year after they ceases to be a Member, for

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

## **Members**

### **7. Application for membership**

7.1 Every applicant for membership of the Company who have not traded for more than 12 months shall be sponsored by a current Members (affiliated companies cannot propose themselves). The application for membership of every applicant must be completed using the online form and must be in the form that the Council from time to time prescribes.

7.2 All members of the Council shall be notified of any new membership application. Any Council member may submit to the Chief Executive Officer, in writing, any objections setting out the grounds on which the application ought not to proceed, having due regard to the association's code of conduct and the best interests. Upon receipt of any such objections, the Chief Executive Officer shall review the matters raised and shall, acting in the best interests of the association,

either:

- a. Approve the application; or
- b. Refer the application to the Board of Directors for further consideration and determination.

Where an application is referred to the Board of Directors, the decision shall be made by a simple majority of the board present and entitled to vote.

#### **i) Conflict of Interest**

Any Council member or Director who has a conflict of interest in relation to a membership application—whether personal, financial, or otherwise—shall declare the conflict as soon as reasonably practicable. A conflicted individual shall not participate in discussions regarding the application, shall withdraw from any part of a meeting at which the matter is considered (unless requested to provide

information), and shall not vote on the decision. The Board shall ensure that all conflicts are managed in accordance with the associations Policies.

- 7.3 A communication shall be sent to each successful applicant confirming their membership of the Company subject to the Company receiving payment of the first years membership fee (or such proportion thereof as determined by the Council) and, subject to receipt of the same and completion of acceptance of the code of conduct. The details of each successful applicant shall be entered into the Register of Members.
- 7.4 The directors may establish different classes of Members and set out their respective rights and obligations. As at the date of adoption of these Articles the classes of membership are Full Members, Associate Members and None UK members. The rights and obligations of each of these classes are as set out in these Articles.
- 7.5 The Council may prescribe criteria for membership of the Company in addition or substitution to the criteria set out in article 7.6 or 7.7 but shall not be obliged to accept persons fulfilling those criteria (whether as set out in article 7.6 or 7.7 or otherwise) as Members.
- 7.6 Unless otherwise determined by the Council, no applicant shall be accepted as a Full Member unless such applicant:
- (a) is a Manufacturer, Distributor, Importer and/or Servicer and has ideally been carrying on such trade in the UK for at least 12 months prior to the date of application for membership of the Company;
  - (b) undergoes a site / virtual visit from the Company and the Company is satisfied that the applicant is genuine;
  - (c) undertakes to abide by the Code of Practice;
  - (d) demonstrates to the Company that it has adequate insurance cover appropriate to its trade in place; and
  - (e) demonstrates to the Company that it is solvent.
  - (f) demonstrates that it has suitable maintenance / inspection / calibration processes in place, including traceability of reference tools / equipment to a national standard.
- 7.7 Unless otherwise determined by the Council, no applicant shall be accepted as an Associate Member unless such applicant:
- (a) has provided Associated Services for at least 12 months in the UK prior to the date of application for membership of the Company;
  - (b) undertakes to abide by the Code of Practice; and
  - (c) demonstrates to the Company that it is solvent.

- 7.8 Unless otherwise determined by the Council, no applicant shall be accepted as an A none UK Member unless such applicant:
- (a) Have been a manufacturer or importer of garage equipment for at least 12 months prior to the date of application for membership of the Company;
  - (b) undertakes to abide by the Code of Practice; and
  - (c) demonstrates to the Company that it is solvent.
- 7.9 The annual subscription fee payable by Members for each category of membership of the Company are to be such as the Council from time to time prescribes. Unless otherwise notified by the Council:
- (a) a membership year runs from 1 January to 31 December in each year (a **Subscription Year**); and;
  - (b) subscriptions are to be paid no later than 28 February in each year for that Subscription Year.

## **8. Transfer of membership**

Membership shall not be transferable, save that the Council shall have power to substitute the successor in business of any Member as a Member, and in such case the member so substituted shall enjoy all the rights and privileges and be subject to the requirements as to qualifications of the Member in whose place they are admitted.

## **9. Termination of membership**

- 9.1 In January each year the Company will issue each Member with an invoice for subscription fees for the Subscription Year commencing on 1 January in that calendar year.
- 9.2 A Member shall be entitled to notify that Company that it wishes to terminate its membership provided that Company has received written notification by 28 February in any year for the Subscription Year commencing 1 January in the same year. If the Company does not receive any notice of termination prior to the 28 February of the Subscription Year then the Member shall be deemed to wish to continue with their membership.
- 9.3 A Member may terminate their membership at any time by giving the Company one calendar months written notice. If the notice to terminate membership is given after 28 February in any year, the Member giving such notice will be required to pay a proportion of their annual subscription for the current Subscription Year, such proportion being calculated on a monthly basis and, in any event, not being less than one quarter of the annual subscription due.

- 9.4 The Board of Directors may immediately terminate the membership of a Member if:
- (a) that Member fails to pay their annual subscription fee in full on or before the 28 February for the immediately following year of membership;
  - (b) that Member ceases to fulfil all the criteria of membership as set out in these Articles or otherwise;
  - (c) that Member dies;
  - (d) a petition is presented, or an order is made, for that Member's bankruptcy; or
  - (e) an application to the court is made under section 253 of the Insolvency Act 1986 where that Member intends to make a proposal to their creditors for a voluntary arrangement; or
  - (f) that Member makes an individual voluntary arrangement with their creditors on agreed terms under section 263A of the Insolvency Act 1986; or
  - (g) that Member convenes a meeting of their creditors or takes any other steps with a view to making an arrangement or composition in satisfaction of their creditors generally; or
  - (h) that Member is unable to pay their debts as they fall due within the meaning of section 268 of the Insolvency Act 1986; or
  - (i) any encumbrancer takes possession of, or a receiver is appointed over or in relation to, all or any material part of that Member's assets; or
  - (j) the happening in relation to that Member of any event analogous to any of the above in any jurisdiction in which they are resident, carries on business or has assets.

9.5 Notwithstanding any other provision of these Articles, the Board of Directors shall have the power at any time to reinstate a former Member as a Member in its discretion.

## 10. Disciplinary Committee

10.1 If in the reasonable opinion of the Council, any Member:

- (a) is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or
- (b) has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
- (c) has failed to observe the terms of these Articles or the Code of Practice,

the Council may direct that a meeting of the Disciplinary Committee (a **Disciplinary Meeting**) is to be convened to determine if such Member (the **Investigated Member**) should have their membership of the Company terminated.

- 10.2 The members of the Disciplinary Committee shall comprise of Board Members selected on a case by case basis by the Secretary but shall not include any Member who the Secretary deems has a conflict of interest with the Investigated Member.
- 10.3 The Secretary shall notify the Investigated Member no later than 14 days prior to the Disciplinary Meeting of the:
- (a) time, date and place of the Disciplinary Meeting; and
  - (b) the identity of the Board Members who are on the Disciplinary Committee
- 10.4 The Investigated Member shall be entitled to object to the identity of up to two members of the Disciplinary Committee provided always that the objection, and the reasons for such objection, shall be received by the Secretary no later than seven days prior to the Disciplinary Meeting. If the Secretary deems the objection to be reasonable, they shall replace those members of the Disciplinary Committee with other persons selected, at their discretion, from the Council Members (who shall not include any person with whom the Secretary deems has a conflict of interest with the Investigated Member) and notify the Investigated Member of their identities. The Investigated Member shall not be entitled to raise any further objections to the composition of the Disciplinary Committee.
- 10.5 The notice to the Investigated Member must give the Investigated Member the opportunity to be heard in writing or in person at the Disciplinary Meeting as to why their membership should not be terminated. The Disciplinary Committee must consider any representations made by the Member and inform the Member of their decision following such consideration.
- 10.6 Other than as set out in article 10.5, the Investigated Member shall not have the right to be present at any discussion or voting of the Disciplinary Committee.
- 10.7 A simple majority of the Disciplinary Committee may terminate the membership of the Investigated Member without their consent. Following such termination, the Investigated Member shall be removed from the Register of Members.
- 10.8 There shall be no right to appeal from a decision of the Disciplinary Committee to terminate the membership of an Investigated Member.
- 10.9 A Member whose membership is terminated under this article shall not be entitled to a refund of any subscription or membership fee and shall remain liable to pay to the Company any subscription or other sum owed by him.

### **Decision making by members**

## **11. Annual General Meeting**

- 11.1 The Company shall hold a General Meeting of the Company each year as its Annual General Meeting in addition to any other general meetings in that year, and must specify the meeting as the Annual General Meeting in the notices calling that meeting.
- 11.2 No more than 15 months must elapse between the date of one Annual General Meeting and that of the next.
- 11.3 The Annual General Meeting shall be held at such time and place as the directors appoint.

## **12. General Meetings**

- 12.1 All General Meetings other than the Annual General Meetings must be called Extraordinary General Meetings.
- 12.2 The directors may whenever they think fit, and must on a requisition made by at least six Full Members or the Council, convene an Extraordinary General Meeting.
- 12.3 Any requisition made by:
- (a) the Full Members must state the object of the meeting proposed, and must be signed by the Full Members requesting the meeting and be sent to the Secretary; or
  - (b) the Council must state the object of the meeting proposed, and must be signed by the Chairperson of the Council and be sent to the Secretary.
- On receipt of the requisition the directors must immediately proceed to convene the Extraordinary General Meeting.

## **13. Attendance and speaking at General Meetings**

- 13.1 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.
- 13.2 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.

- 13.3 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.
- 13.4 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.
- 13.5 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.

#### **14. Quorum for General Meetings**

- 14.1 A quorum for a General Meeting is six people entitled to vote on the business. Each person must be a Member, a proxy for a Member or an authorised representative of a corporation.
- 14.2 If within half an hour from the time appointed for a General Meeting a quorum shall not be present, or, if during a meeting such a quorum ceases to be present, the meeting:
  - (a) if convened by or upon the requisition of Full Members shall be dissolved; and
  - (b) in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors shall determine and, if at the adjourned meeting a quorum of Members' is not present within half an hour of the time appointed for the meeting, the Members present may form a quorum.

#### **15. Chairing of General Meetings**

- 15.1 The President, and failing them the Senior Vice President, and failing them, the Junior Vice President shall preside as Chairperson at every General Meeting.
- 15.2 If there is no such Chairperson, or, if at any meeting they are not present within ten minutes of the time of holding the meeting, the Full Members present may elect one of their number who is a director to be Chairperson of that meeting.
- 15.3 If there is no director present, then the Full Members may elect any one of their number to be Chairperson of that meeting.
- 15.4 No business shall be transacted or discussed at any General Meeting (other than the

election of the Chairperson) until a Chairperson has been appointed.

## **16. Attendance and speaking by directors and non-Members**

- 16.1 Directors may attend and speak at General Meetings, whether or not they are Members.
- 16.2 The Chairperson of the meeting may permit other persons who are not Members of the Company to attend and speak at a General Meeting.

## **17. Adjournment**

- 17.1 The Chairperson 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 Chairperson 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.
- 17.2 The Chairperson of the meeting must adjourn a General Meeting if directed to do so by the meeting.
- 17.3 When adjourning a General Meeting, the Chairperson 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 directors, and
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 17.4 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.
- 17.5 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.

## **18. Votes of Members**

- 18.1 Subject to the Act and as otherwise provided by these Articles, at any General

Meeting every Member who is present in person (or by proxy) shall on a show of hands have one vote and every Member present in person (or by proxy) shall on a poll have one vote.

- 18.2 A resolution put to the vote of General Meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

## **19. Errors and disputes**

- 19.1 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.

- 19.2 Any such objection must be referred to the Chairperson of the meeting whose decision is final.

## **20. Poll votes**

- 20.1 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.

- 20.2 A poll may be demanded by:

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

- 20.3 A demand for a poll may be withdrawn if:

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

A demand so withdrawn shall not invalidate the result of a show of hands declared before the poll was made.

- 20.4 Polls must be taken immediately and in such manner as the Chairperson of the meeting directs.

## **21. Proxies**

21.1 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 as the directors may determine;
- (d) is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the General Meeting (or adjourned meeting) to which they relate,

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.

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

21.3 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.

21.4 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.

## **22. Delivery of Proxy Notices**

22.1 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.

22.2 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.

22.3 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.

22.4 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.

### **23. Amendments to resolutions**

23.1 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 Chairperson of the meeting may determine), and
- (b) the proposed amendment does not, in the reasonable opinion of the Chairperson of the meeting, materially alter the scope of the resolution.

23.2 A special resolution to be proposed at a General Meeting may be amended by ordinary resolution, if:

- (a) the Chairperson 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.

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

## **Council**

### **24. Members of the Council**

24.1 Unless otherwise determined by ordinary resolution, the Council shall be constituted by not less than 12 Full members and no more than 24 Full Members.

24.2 No person shall be a Council Member unless:

- (a) they are, or are the Representative of, a Full Member; and
- (b) they have been elected to be so in accordance with this article 24.
- (c) The Full member company has been a member of the company for a minimum of 12 months.

24.3 The election of Council Members shall take place at the Annual General Meeting each year.

- 24.4 Council Members shall retire three years after being elected to the Council but are eligible for re-election immediately following such retirement.
- 24.5 The Council shall notify every Full Member of:
- (a) the number of vacancies on the Council that are to be filled that year; and
  - (b) invite them to nominate any Full Member (and where applicable, the name of that Full Members Representative) to stand for election to the Council, no later than 35 days prior to an Annual General Meeting. Any such nomination must be made by such date specified by the Council (the **Nomination Date**) which shall be no less than seven days from the date that the Council invited nominations to be made.
- 24.6 Any Full Member (or, where applicable, its Representative) who is:
- (a) nominated by two Full Members (other than himself or the Full Member whom they represents) in accordance with article 24.5; and
  - (b) who gives their consent to be appointed to the Council for a period of three years if so elected,
- shall be a **Nominee**.
- 24.7 Following the Nomination Date, and no less than 14 days prior to the Annual General Meeting, the Council shall circulate voting papers to each of the Full Members which shall contain a list of all of the Nominees, instructions of how to vote for those Nominees whom they wishes to be elected for Council and the date by which such voting papers are to be returned to the Company (the **Return Date**). Any voting papers received by the Company after the Return Date shall be disregarded when counting votes for the Nominees.
- 24.8 The Nominees who have received the highest number of votes by 4pm on the Return Date shall be deemed to be elected as Council Members with effect from the date of the Annual General Meeting and their identities shall be declared at the Annual General Meeting.
- 24.9 If there is an equality of votes between two or more Nominees and the vacancies on the Council do not permit both or all to be elected to the Council, the President of the Council for the time being shall, in their discretion, appoint which of those Nominees is to be appointed to the Council.

## **25. Casual Vacancies**

- 25.1 The Council may at any time appoint any Full Member to fill a casual vacancy on the Council provided that all such appointments are subject to:

- (a) ratification at the next Annual General Meeting; and
- (b) that the person appointed to fill the vacancy shall hold office until such time as the person they replaced was due to retire but shall be eligible for re-election in accordance with the terms of these Articles.

## **26. Honorary Officers**

- 26.1 Each year, the Council shall, on a show of hands, appoint persons from the Board to each of the Honorary Officers roles.
- 26.2 If, at any time, any of the Honorary Officers ceases to be a director of the Company for whatever reason, they shall be deemed to have resigned from their office as an Honorary Officer with effect from the date on which they ceased to be a director. In such event, the Council shall as soon as possible re-elect persons for the Honorary Officers from the Board.

## **27. Removal from the Council**

- 27.1 A Council Member shall vacate their office on Council with immediate effect if:
  - (a) any of the circumstances listed in articles 9.4(a) to 9.4(j) applies to him, or where they are a Representative, the Member whom they represent;
  - (b) where they are a Representative, the Member whom they represent revokes their appointment as a Representative;
  - (c) requested by a resolution passed the majority of at least three quarters of the Council Members present and voting at a meeting of the Council to ask them to resign; or
  - (d) they resign from office in writing.

## **28. Council Meetings**

- 28.1 The Council shall meet at least three times in each year.
- 28.2 Two Council Members may at any time summon a meeting of the Council.

## **29. Quorum for council Meetings**

- 29.1 The quorum for a meeting of the Council shall be five Council Members.
- 29.2 If within half an hour from the time appointed for a Council Meeting a quorum shall not be present, the meeting shall be adjourned to such time and place as the Council Members present shall determine, and at such postponed meeting the business shall

be transacted whatever the number of Council Members present.

### **30. Chairing of Council Meetings**

- 30.1 The President, and failing them the Senior Vice President, and failing them the Junior Vice President shall preside as Chairperson at every meeting of the Council.
- 30.2 If there is no such Chairperson, or, if at any meeting they are not present within ten minutes of the time of holding the meeting, the Council Members present may elect one of their number who to be Chairperson of that meeting.

### **31. Votes of Council Members**

Subject to the Act and as otherwise provided by these Articles, at any meeting of the Council every Council Member present shall have one vote.

### **32. Delegation**

- 32.1 The Council may delegate any of its powers to a sub-committee appointed by the Council. The Council may replace all or any members of a sub-committee at any time.
- 32.2 In the exercise of the powers delegated to it, such sub-committee must conform to any regulations prescribed by the Council.
- 32.3 Any delegation of powers or appointment of a sub-committee may be recalled or revoked by the Council at any time.

## **Directors**

### **33. Director's general authority**

Subject to the articles, and separate directors terms of engagement the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

### **34. Members' reserve power**

- 34.1 The Members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 34.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

### **35. Directors may delegate**

35.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;

as they think fit.

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

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

### **36. Committees**

36.1 Save as otherwise set out in these Articles, 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.

36.2 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.

### **37. Directors to take decisions collectively**

37.1 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 38.

37.2 If:

- (a) the Company only has one director for the time being, and
- (b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may (for so long as they remain the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

### **38. Unanimous decisions**

- 38.1 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.
- 38.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 38.3 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.

### **39. Calling a directors' meeting**

- 39.1 Any director may call a directors' meeting by giving not less than five Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the Company secretary (if any) to give such notice.
- 39.2 Notice of any directors' meeting must indicate:
- (a) its proposed date and time;
  - (b) where it is to take place; and
  - (c) 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.
- 39.3 Notice of a directors' meeting shall be given to each director in writing.
- 39.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 39.5 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

### **40. Partnership in directors' meetings**

- 40.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' 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.
- 40.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 40.3 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.

#### **41. Quorum for directors' meetings**

- 41.1 Subject to article 41.2, the quorum for the transaction of business at a meeting of directors is any three Eligible Directors.
- 41.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 44 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (defined in article 44.1), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 41.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision to appoint further directors.

#### **42. Chairing of directors' meetings**

- 42.1 The director who has been appointed as President, and failing them the director who has been appointed as Senior Vice President, and failing them the director who has been appointed as Junior Vice President, shall preside as Chairperson at every Board meeting.
- 42.2 If there is no such Chairperson, or, if at any meeting they are not present within ten minutes of the time of holding the meeting, the directors present may appoint one of themselves to chair it.

#### **43. Casting vote**

- 43.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the Chairperson or other director chairing the meeting shall have a casting vote.

43.2 Article 44.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chairperson or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

#### **44. Directors' conflicts of interest**

44.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching their duty under section 175 of the Act to avoid conflicts of interest.

44.2 Any authorisation under this article 44 shall be effective only if:

- (a) the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

44.3 Any authorisation of a Conflict under this article 44 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a director of the Company) information that is confidential to a third party, they shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be

excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

- 44.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 44.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 44.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 44.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided they have declared the nature and extent of their interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
  - (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which they have interested;
  - (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which they have interested;
  - (d) may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a director;
  - (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

- (f) shall not, save as they may otherwise agree, be accountable to the Company for any benefit which they (or a person connected with them (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of their duty under section 176 of the Act.
- 44.8 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 44.9 Subject to article 44.10, 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 Chairperson whose ruling in relation to any director other than the Chairperson is to be final and conclusive.
- 44.10 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairperson, the question is to be decided by a decision of the directors at that meeting, for which purpose the Chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

**45. 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.

**46. 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.

**47. Records of decisions to be kept**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

**48. Number of directors**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than four.

#### **49. Appointment of Directors**

- 49.1 No person shall be appointed as a director of the Company unless:
- (a) they are a Council Member;
  - (b) they have given their consent to be appointed as a director;
  - (c) they have given their consent to be appointed as an Honorary Officer if so elected;
  - (d) the Board has approved their appointment as a director in accordance with article 49.3.
- 49.2 Whenever a new director is to be appointed to the Board, the Council shall be asked for volunteers from council members to serve as a director. a list of all the volunteers will be submitted to the Board to be appointed as directors.
- 49.3 The Board shall call a meeting within 28 days of receipt by the nominations for new directors to consider such nominations and to make the appointments if appropriate, should more volunteers be listed than position the board will vote on most applicable applicants for the positions
- 49.4 The Board shall notify the Council with seven days of the meeting referred to in article 49.3 as to the outcome of that meeting in respect of whether new directors have been appointed, and if so, their identities.

#### **50. Removal of Directors**

- 50.1 A person ceases to be a director as soon as:
- (a) 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;
  - (b) a bankruptcy order is made against that person;
  - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
  - (d) 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;

- (e) 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 what that person would otherwise have;
- (f) 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;
- (g) they cease to be a Council Member for any reason;
- (h) they absents themselves from meetings of the directors for a continuous period of six months without special leave of absence from the other directors; or
- (i) they are removed by special resolution passed at a general meeting of the Company.

#### **51. Remuneration**

No director or Honorary Officer may receive any remuneration for their services in the capacity of director or Honorary Officer but nothing in these Articles is to prohibit the payment by the Company of any reasonable expenses properly incurred by a director or Honorary Officer in the execution of their office.

#### **52. Secretary**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

### **Administrative arrangements**

#### **53. Acts of Board, Council etc.**

All acts bona fide done by any meeting of the Board or the Council or of any sub-committee, or by any person acting as a director shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such director or person acting as aforesaid, or that they or any of them were disqualified, be valid as if every such person had been duly appointed or had duly continued in office.

#### **54. Means of communication to be used**

- 54.1 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.

- 54.2 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.
- 54.3 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.
- 54.4 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
  - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
  - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

- 54.5 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

## **55. 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.

## **56. Rules**

The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of members, membership fees and subscriptions and the admission criteria for members). If there is a conflict between the terms of these Articles and any rules established under this article, the terms of these Articles shall prevail.

## **57. Indemnity and insurance**

57.1 Subject to article 57.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled, each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

- (a) in the actual or purported execution and/or discharge of their duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants him, in their capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in article 57.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

57.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

57.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

57.4 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 loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer'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) a "relevant officer" means any director or other officer of the Company.