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Articles of Association

of

IT Focus Telemarketing Trustee Limited

Company number: 14187049

(Private company limited by guarantee)

as adopted by written special resolution passed on 26 July 2022

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Company number: 14187049

The Companies Act 2006

Private company limited by guarantee

Articles of Association

of

IT Focus Telemarketing Trustee Limited (the "Company")

(as adopted by written special resolution passed on 26 July 2022)

1. Defined terms

In these Articles, unless a contrary intention is expressly stated, the following words and expressions shall have the following meanings:

"Articles" means the Company's articles of association as altered or varied from time to time (and **"Article"** means a provision of the Articles).

"CA2006" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force.

"Chair" means the chairperson of the Company for the time being appointed in accordance with these Articles.

"Directors" means the directors for the time being of the Company or a quorum of such directors at a meeting of such directors.

"Group Company" means any of IT Focus Telemarketing Ltd, its Holding Company (if any) or the Subsidiaries of the Company and (if applicable) its Holding Company.

"Holding Company" and **"Subsidiary"** mean respectively a company that is either a holding company or a subsidiary for the purposes of Section 1159, CA2006 (and **"Subsidiaries"** shall be interpreted accordingly).

"IT Focus Telemarketing Ltd" means the company limited by shares and incorporated in England and Wales with registered number 05731634.

"member" means a person who is a member of the Company.

"Model Articles" means the model articles for private companies limited by guarantee as set out at Schedule 2 of The Companies (Model Articles) Regulations 2008 (SI 2008/3229) as in force from time to time.

"trust" includes discretionary trusts, bare trusts, voting trusts, agency, custodian and nominee arrangements, a share incentive plan or any other form of employees' share scheme and similar arrangements, whether involving a fiduciary relationship or not, and **"trustee"** shall be interpreted accordingly.

2. Interpretation and application of the Model Articles

2.1. In these Articles:

- (a) words in the singular include the plural and vice versa and words in one gender include any

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other gender;

- (b) a reference to "**person**" includes any individual, firm, corporation, body corporate, association, partnership, trust, unincorporated association, employee representative body, government or state or agency or department thereof, executors, administrators or successors in title (whether or not having a separate legal personality);
 - (c) the table of contents and headings are for convenience only and do not affect the interpretation of these Articles; and
 - (d) general words shall not be given a restrictive meaning:
 - (i) if they are introduced by the word "other" or "including" or similar words by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or
 - (ii) by reason of the fact that they are followed by particular examples intended to be embraced by those general words.
- 2.2. Unless the context otherwise requires (or unless otherwise defined or stated in these Articles), words or expressions defined in the Model Articles shall have the same meaning in these Articles. Any other words and expressions contained in these Articles and/or the Model Articles shall have the same meaning as in the CA2006 as in force from time to time.
- 2.3. The Model Articles shall apply to the Company save insofar as they are excluded or modified by or are inconsistent with these Articles, and the Model Articles (except insofar as so excluded, modified or inconsistent) together with these Articles shall be the articles of association of the Company (to the exclusion of any other regulations set out in any statute, statutory instrument or other subordinate legislation from time to time in force).
- 2.4. References in the Articles to a document or information being sent or supplied by or to a company (including the Company) shall be construed in accordance with the provisions of Section 1148(3), CA2006 and any reference to "**sent**" or "**supplied**" (or other similar term) shall be construed in accordance with the provisions of Section 1148(2), CA2006.
3. **Company's object and powers**
- 3.1. The Company's objects are to:
- (a) carry on business as a trust corporation and undertake any trust or trust business, including acting as trustee of a trust for the benefit of employees (including executive directors), and acting as a director or other officer of any company which undertakes any trust or trust business;
 - (b) undertake the office of, and act as trustee, custodian trustee, judicial trustee, fiscal agent, depositary, intermediary, executor, administrator, manager, registrar, paying agent, adviser, agent or attorney of, or for, or in any similar or other capacity for, or in connection with any securities of, or issued by, any person or persons, company, corporation, association, institution or other body; and
 - (c) generally undertake, perform and discharge any trusts, or trust agency business, including the holding of office and acting as trustee of any trust or trusts established by (or approved by) any other Group Company, provided that the members and the Directors shall act in relation to each such trust only in accordance with and subject to any restrictions imposed by the constitution of that trust.
- 3.2. The Company has the power to do anything which is calculated to further its objects or is

conducive or incidental to doing so and, in particular, the Company has all the powers exercisable by the trustee of any trust of which it is a trustee and, in such capacity, to accept service of proceedings and other documents and exercise any voting rights, and for these purposes to act solely or jointly with any other person, company, corporation or body as the circumstances may require.

4. **Application of the income and profits of the Company**

4.1. Any income and profits of the Company:

- (a) shall be applied solely towards the promotion of the Company's objects; and
- (b) shall not be paid or transferred by way of dividend, bonus or otherwise by way of profit to members.

4.2. Nothing in this Article shall, for the avoidance of doubt, prevent:

- (a) the payment of remuneration to any Director (in accordance with these Articles and/or any document constituting a trust of which the Company is a trustee) or other person (whether a member or not) in return for any services rendered to the Company;
- (b) the reimbursement to any Director, other officer or employee of the Company (whether a member or not) of expenses incurred on behalf of the Company; or
- (c) the payment of interest on money lent or rent for premises let by any member to the Company.

4.3. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property, such property shall not be paid to or distributed among members, but shall be given or transferred to some other company or association (incorporated or unincorporated) having either:

- (a) objects similar to the Company's objects; or
- (b) charitable objects,

such company or association to be determined by the members at or before the time of dissolution.

5. **Liability of members**

The liability of each member is limited to £1.00, being the amount that each member undertakes to contribute to the assets of the Company in the event of it being wound up while such person is a member or within one year after such person ceases to be a member, for:

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

6. **Membership**

6.1. The subscribers to the memorandum of association of the Company and such other persons as are admitted to membership in accordance with these Articles or requirements imposed by the constitution of a trust when the Company is acting as a trustee of that trust, shall be members of the Company.

6.2. Save for the initial subscribers to the memorandum of association of the Company and subject to any requirements imposed by the constitution of a trust when the Company is acting as a trustee of that

trust, no person shall become a member of the Company unless:

- (a) that person has completed an application for membership in a form approved by the Directors (if so required by the Board); and
- (b) the existing member or members has or have, by ordinary resolution, approved the application or, if the new member or members are to be appointed upon or in consequence of the withdrawal from membership of a sole member of the Company, the Directors have approved the application.

6.3. A member may withdraw from membership of the Company by giving at least seven clear days' notice to the Company in writing, provided always that a sole member of the Company may not withdraw from membership of the Company before the appointment of one or more members of the Company.

6.4. Membership shall not be transferrable.

6.5. A person's membership terminates when that person dies or ceases to exist or when such person withdraws from membership in accordance with Article 6.3 or in accordance with any requirements imposed by the constitution of a trust when the Company is acting as a trustee of that trust.

7. **Powers of the Directors**

Subject to the CA2006 and these Articles, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company provided that when undertaking, performing or discharging any business in relation to the Company as the trustee of a trust, the Directors may act only in accordance with and subject to any restrictions imposed by the constitution of that trust.

8. **Appointment of Directors and vacating office**

8.1. The Directors shall comprise or include such individuals as may be required to enable the Company to act as trustee of any trust of which it is a trustee.

8.2. Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed as a Director:

- (a) subject to any requirements imposed by the constitution of a trust when the Company is acting as a trustee of that trust, by a decision of the Directors; and
- (b) by another person or persons, if such right of appointment is granted under or referred to in the constitution of a trust, including rules made under such trust, of which the Company is the sole trustee and such right is duly exercised.

8.3. Subject to any requirements imposed by the constitution of a trust when the Company is acting as a trustee of that trust, the office of a Director shall be vacated if:

- (a) he or she is removed from office by a person or persons in accordance with a right of removal granted under or referred to in the constitution of a trust, including rules made under such trust, of which the Company is the sole trustee and if such right is duly exercised;
- (b) he or she ceases to be a Director by virtue of any provision of the CA2006 or he or she otherwise becomes prohibited by law from being a Director;
- (c) he or she becomes bankrupt or insolvent or makes any arrangement or composition with his or her creditors generally;
- (d) in the unanimous opinion of the other Directors he or she has become mentally or physically incapable of acting as a director and may remain so for more than three months, this being

confirmed by a registered medical practitioner;

- (e) he or she resigns his or her office by notice to the Company;
- (f) he or she is appointed subject to specified qualifying criteria, and such criteria cease to apply;
- (g) he or she is required to retire from office pursuant to any relevant provision of the constitution of the trust, including rules made under such trust, of which the Company is the sole trustee;
- (h) he or she is appointed for a specified period, and such period expires;
- (i) he or she is convicted of any criminal offence involving fraud, dishonesty, theft or wilful damage; or
- (j) it is otherwise necessary to ensure compliance with a requirement of a trust of which the Company is a trustee.

9. **Decisions of the Directors**

9.1. Subject to these Articles and any restrictions imposed by the constitution of a trust when the Company is acting as a trustee of that trust, the general rule about decisions of the Directors is that they must:

- (a) be majority decisions taken at a meeting of the Directors; or
- (b) take the form of resolutions in writing, copies of which have been signed by all of the Directors or to which all Directors have otherwise indicated agreement in writing.

9.2. Subject to any requirements imposed by the constitution of a trust when the Company is acting as a trustee of that trust, if the number of Directors is less than the quorum for Directors' meetings, the continuing Directors may continue to act, but only for the purpose of appointing sufficient Directors to make up a quorum.

9.3. Subject to any requirements imposed by the constitution of a trust when the Company is acting as a trustee of that trust and the Directors' proceedings relate to that trust:

- (a) the minimum number of Directors shall be three;
- (b) the Directors shall appoint a Director to chair their meetings and the person so appointed is known as the Chair;
- (c) the Chair shall preside as chairperson at every meeting of the Directors at which he or she is present but if he or she is not present within 30 minutes after the time appointed for the meeting, the Directors present shall choose one of their number to be chair of the meeting;
- (d) the Directors shall meet at least once a year;
- (e) at a meeting of the Directors:
 - (i) unless a quorum is participating, no proposal is to be voted on except a proposal to call another meeting; and
 - (ii) until fixed at a higher number than two by the Directors, the quorum for a meeting of the Directors is two.

9.4. Notice of a meeting of the Directors (or any adjournment thereof) given to a Director by electronic means (if sent to an electronic mail address provided by the Director for this purpose) is deemed to have been received by the Director one hour after it was sent.

- 9.5. Entitlement to notice of a meeting of the Directors may be waived by a Director by giving notice to that effect to the Company at any time before or after the meeting and such waiver does not affect the validity of the meeting or of any business conducted at it.
- 9.6. Subject to any requirements imposed by the constitution of a trust when the Company is acting as a trustee of that trust, a Director may not appoint an alternate Director.
- 9.7. Subject to any requirements imposed by the constitution of a trust when the Company is acting as a trustee of that trust, the Directors may delegate any of their powers to any committee consisting of one or more Directors. Any such delegation may be made subject to any conditions the Directors may impose and may be revoked or altered at any time.
- 9.8. Subject to any requirements imposed by the constitution of a trust when the Company is acting as a trustee of that trust, the Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his or her powers.
- 9.9. Subject to Article 9.10, notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, that director may participate in the decision-making process for both quorum and voting purposes provided such interest has been declared.
- 9.10. If the directors propose to exercise their power under section 175(4)(b) of the CA2006 to authorise a director's conflict of interest, the director facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes.
- 9.11. Subject to the provisions of the CA2006, and provided that (if required to do so by the CA2006) he has declared to the directors the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office:
 - (a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - (b) may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested; and
 - (c) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest.
10. **Proceedings of members**
- 10.1. The Company shall be governed only by the Directors, so far as this is permitted under the CA2006 or these Articles. Accordingly, meetings of members shall be called only if required and must be called in accordance with the CA2006.
- 10.2. On a show of hands every member present in person or by proxy shall have one vote. On a poll every member present in person or by proxy shall have one vote.
- 10.3. Notwithstanding any other provisions in these Articles, it is the duty of each member to exercise their powers in their capacity as a member in the way they decide in good faith would be most likely to further the Company's objects.
11. **Administration**

- 11.1. Subject to any requirements imposed by the constitution of a trust when the Company is acting as a trustee of that trust and the thing sent or supplied relates to that trust, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the CA2006 provides for documents or information which are authorised or required by any provision of the CA2006 to be sent or supplied by or to the Company.
- 11.2. Subject to any requirements imposed by the constitution of a trust when the Company is acting as a trustee of that trust and the notice, document or other information relates to that trust, anything sent or supplied by or to the Company under these Articles shall be deemed served on or delivered to the intended recipient:
- (a) if sent by post within the United Kingdom and the sender or supplier is able to show that it was properly addressed, prepaid and posted, two working days after it was posted;
 - (b) if sent by post from outside the United Kingdom to an address inside the United Kingdom, or from inside the United Kingdom to an address outside the United Kingdom, and the sender or supplier is able to show that it was properly addressed, prepaid and posted, five working days after it was posted; or
 - (c) if sent or supplied by electronic means and the sender or supplier is able to show that it was properly addressed, one hour after it was sent or supplied.