

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of
THE SOUTH HILL ESTATES, HARROW, LIMITED

Incorporated on 2 June 1910

FARRER&Co

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INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms

1.1 In these Articles, unless the context requires otherwise:

Appropriate majority means:

- (a) in the case of an ordinary resolution, a simple majority, and
- (b) in the case of a special resolution, 75% or more;

Articles means the Company's articles of association;

Authenticated document means a document sent:

- (a) by hard copy that is signed by the person sending it, or
- (b) electronically in which the identity of the sender is confirmed in a manner specified by the Company (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender the truth of which the Company has no reason to doubt);

Authorised Representative means an individual who is authorised by the Member to act on its behalf and whose name is notified to the Company in accordance with the Articles;

Chair has the meaning given in Article 12;

Charity means Orley Farm School Trust (company number 00628541);

Charity Trustee means a director of the Charity;

Clear days means the period excluding the day on which notice is given (or deemed to be given) and the day for which it is given or deemed to take effect;

Companies Acts means:

- (a) the company law provisions of the Companies Act 2006;

- (b) part 2 of the Companies (Audit, Investigations and Community Enterprise) Act 2004; and
- (c) the provisions of the Companies Act 1985 and the Companies Consolidation (Consequential Provisions) Act 1985 that remain in force;

in so far as they may apply to the company;

Company means the company governed by these Articles;

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

Distribution recipient has the meaning given in Article 31;

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

Electronic form means by electronic means (for example by email), or by any other means while in an electronic form (for example, sending a disk by post);

Fully paid in relation to a share, means that the nominal value and any premium to be Paid to the Company in respect of that share, have been Paid to the Company;

Hard copy form means in a paper copy or similar form capable of being read;

Holder in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

Instrument means a Document in Hard copy form;

Member and Membership refer to a member and membership of the Company and, where applicable, means a person who is a Holder of a share.

Ordinary resolution means a resolution that is passed by a simple majority;

Paid means paid or credited as paid;

Participate in relation to a Directors' meeting has the meaning given in Article 10;

Shares means shares in the Company;

Special resolution means a resolution passed by a majority of not less than 75%;

Subsidiary means a company:

- (a) in which another company holds a majority of its voting rights; or
- (b) of which another company is a member which has the right to appoint or remove a majority of its board of Directors; or
- (c) of which another company is a member which controls alone, pursuant to an agreement with other members, a majority of its voting rights.

Transmittee means a person entitled to a share by reason of the death or bankruptcy of a Member or otherwise by operation of law; and

Writing means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.

2. Liability of Members

The liability of the Member is limited to the amount, if any, unpaid on the shares held by it.

DIRECTORS' POWERS AND RESPONSIBILITIES

3. Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purposes they may exercise all the powers of the Company.

4. Member's reserve power

The Member may, by Special resolution, direct the Directors to take, or refrain from taking, specified action.

5. Directors may delegate

5.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

- 5.1.1 to such person or committee;
- 5.1.2 by such means (including by power of attorney);
- 5.1.3 to such an extent;
- 5.1.4 in relation to such matters or territories; and
- 5.1.5 on such terms and conditions;

as they think fit.

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

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

- 6. Committees
- 6.1 Committees to which 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.
- 6.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

- 7. Directors to take decisions collectively
- 7.1 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 8.
- 8. Unanimous decisions
- 8.1 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.
- 8.2 Such a decision may take the form of a resolution in Writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in Writing.
- 8.3 References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 8.4 A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a Directors' meeting.
- 9. Calling a Directors' meeting
- 9.1 Any Director may call a Directors' meeting by giving reasonable notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.
- 9.2 Notice of any Directors' meeting must indicate:
 - 9.2.1 its proposed date and time;
 - 9.2.2 where it is to take place; and
 - 9.2.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 9.3 Notice of a Directors' meeting must be given to each Director, but need not be in Writing.
- 9.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held. Where such

notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

10. Participation in Directors' meetings

10.1 Subject to the Articles, Directors Participate in a Directors' meeting, or part of a Directors' meeting, when:

10.1.1 the meeting has been called and takes place in accordance with the Articles; and

10.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

10.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

10.3 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.

11. Quorum for Directors' meetings

11.1 At a Directors' meeting, unless a quorum is present, no proposal is to be voted on, except a proposal to call another meeting.

11.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than three, and unless otherwise fixed it is three.

11.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to call a general meeting so as to enable the Member to appoint further Directors.

12. Chairing of Directors' meetings

12.1 The Member may appoint a Director to chair the Directors' meetings by notification in Writing.

12.2 The person so appointed for the time being is known as the Chair.

12.3 Such a Chair will remain so appointed until the Member appoints a different Chair, which may or may not be at the request of the Directors.

13. Casting vote

13.1 If the numbers of votes for and against a proposal are equal, the Chair has a casting vote.

13.2 But this does not apply if, in accordance with the Articles, the Chair is not to be counted as participating in the decision-making for quorum or voting purposes.

14. Conflicts of interest

14.1 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which the Director is interested,

that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

14.2 But if sub-Article 14.3 applies, a Director who is in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum purposes.

14.3 This sub-Article applies when:

14.3.1 the Company by Ordinary resolution disapplies the provision of the Articles which would otherwise prevent a Director from being counted as participating in the decision-making process;

14.3.2 the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

14.3.3 the Director's conflict of interest arises from a permitted cause.

14.4 For the purpose of this Article, the following are permitted causes:

14.4.1 a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;

14.4.2 subscription, or an arrangement to subscribe, for shares or other securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and

14.4.3 arrangements pursuant to which benefits are made available to employees and Directors or former Directors of the Company or any of its subsidiaries which do not provide special benefits for Directors or former Directors.

14.5 For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.

14.6 Subject to sub-Article 14.7, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to Participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair whose ruling in relation to anyone other than the Chair shall be final and conclusive.

14.7 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 Directors 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 and quorum purposes.

15. 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.

16. Directors' discretion to make further rules

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

APPOINTMENT OF DIRECTORS

17. Appointment of Directors

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

17.1.1 by Ordinary Resolution; or

17.1.2 notice in Writing from the Charity.

17.2 There shall be no less than five and no more than [] Directors of which:

17.2.1 at least three Directors must be Charity Trustees or senior employees of the Charity or otherwise sufficiently connected to the Charity as the Charity in its sole discretion shall determine; and

17.2.2 no more than two of the Directors may be residents of South Hill Estates, Harrow.

18. Termination of Director's appointment

18.1 A person ceases to be a Director as soon as:

18.1.1 that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;

18.1.2 a bankruptcy order is made against that person;

18.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

18.1.4 that person has been physically or mentally incapable of managing his or her affairs for a period of three months;

18.1.5 notification is received by the Company from the Director that the Director is resigning from office and such resignation has taken effect in accordance with its terms;

18.1.6 notification in Writing is received by the Company from the Member that it wishes to remove the Director from office but only after the Member has invited the views of the Director concerned and considered the matter in the light of any such views.

19. Directors' remuneration

19.1 Directors may undertake any services for the Company that the Company decides.

- 19.2 Directors who are not also Charity Trustees are entitled to such remuneration as the Directors determine:
- 19.2.1 for their services to the Company as Directors; and
 - 19.2.2 for any other service which they undertake for the Company.
- 19.3 Subject to the Articles, a Director's remuneration may:
- 19.3.1 take any form; and
 - 19.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 19.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 19.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.
20. Directors' expenses
- The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
- 20.1 meetings of Directors or committees of Directors;
 - 20.2 general meetings; or
 - 20.3 separate meetings of the holders of any class of shares or 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.

SHARES

21. All shares to be Fully paid up
- 21.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be Paid to the Company in consideration for its issue.
 - 21.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.
22. Powers to issue different classes of share
- 22.1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by Ordinary resolution of the Member.

- 22.2 Subject to the articles, the Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Holder, and the Directors may determine the terms, conditions and manner of redemption of any such shares.
- 22.3 The Directors may not issue or allot shares without the consent of the Member.
23. Company not bound by less than absolute interests
- Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the articles, the Company is not in any way to be bound by or recognise any interest in a share other than the Holder's absolute ownership of it and all the rights attaching to it.
24. Share certificates
- 24.1 The Company must issue each Member, free of charge, with one or more certificates in respect of the shares which that Member holds.
- 24.2 Every certificate must specify:
- 24.2.1 in respect of how many shares, of what class, it is issued;
 - 24.2.2 the nominal value of those shares;
 - 24.2.3 that the shares are Fully paid; and
 - 24.2.4 any distinguishing numbers assigned to them.
- 24.3 No certificate may be issued in respect of shares of more than one class.
- 24.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 24.5 Certificates must:
- 24.5.1 have affixed to them the Company's common seal; or
 - 24.5.2 be otherwise executed in accordance with the Companies Acts.
25. Replacement share certificates
- 25.1 If a certificate issued in respect of a Member's shares is:
- 25.1.1 damaged or defaced; or
 - 25.1.2 said to be lost, stolen or destroyed,
- that Member is entitled to be issued with a replacement certificate in respect of the same shares.
- 25.2 A Member exercising his right to be issued with a replacement certificate:
- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;

- (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

26. Share transfers

- 26.1 Shares may be transferred by means of an Instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.
- 26.2 No fee may be charged for registering any Instrument of transfer or other Document relating to or affecting the title to any share.
- 26.3 The Company may retain any Instrument of transfer which is registered.
- 26.4 The transferor remains the Holder of a share until the transferee's name is entered into the register of members as Holder of it.
- 26.5 The Directors may refuse to register the transfer of a share, and if they do so, the Instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

27. Transmission of shares

- 27.1 If title to a share passes to a Transmittée, the Company may only recognise the Transmittée as having any title to that share.
- 27.2 A Transmittée who produces such evidence of entitlement to shares as the Directors may properly require:
 - 27.2.1 may, subject to the articles, choose either to become the Holder of those shares or to have them transferred to another person; and
 - 27.2.2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the Holder had.
- 27.3 But Transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the Holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

28. Exercise of Transmittees' rights

- 28.1 Transmittées who wish to become the holders of shares to which they have become entitled must notify the Company in Writing of that wish.
- 28.2 If the Transmittée wishes to have a share transferred to another person, the Transmittée must execute an Instrument of transfer in respect of it.
- 28.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the Transmittée has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

29. Transmittees bound by prior notice

If a notice is given to a Member in respect of shares and a Transmitttee is entitled to those shares, the Transmitttee is bound by the notice if it was given to the Member before the Transmitttee's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

30. Procedure for declaring dividends

30.1 The Company may by Ordinary resolution declare dividends, and the Directors may decide to pay interim dividends.

30.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.

30.3 No dividend may be declared or Paid unless it is in accordance with Members' respective rights.

30.4 Unless the Members' resolution to declare or Directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be Paid by reference to each Member's holding of shares on the date of the resolution or decision to declare or pay it.

30.5 If the Company's share capital is divided into different classes, no interim dividend may be Paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.

30.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

30.7 If the Directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

31. Payment of dividends and other distributions

31.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be Paid by one or more of the following means;

31.1.1 transfer to a bank or building society account specified by the Distribution recipient either in Writing or as the Directors may otherwise decide;

31.1.2 sending a cheque made payable to the Distribution recipient by post to the Distribution recipient at the Distribution recipient's registered address (if the Distribution recipient is a Holder of the share), or (in any other case) to an address specified by the distribution recipient either in Writing or as the Directors may otherwise decide;

31.1.3 sending a cheque made payable to such person by post to such person at such address as the Distribution recipient has specified either in Writing or as the Directors may otherwise decide; or

- 31.1.4 any other means of payment as the Directors agree with the Distribution recipient either in Writing or by such other means as the Directors decide.
- 31.2 In the articles, "the Distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:
 - 31.2.1 the Holder of the share; or
 - 31.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or
 - 31.2.3 if the Holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the Transmittree.
- 32. No interest on distributions

The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

 - 32.1 the terms on which the share was issued; or
 - 32.2 the provisions of another agreement between the Holder of that share and the Company.
- 33. Unclaimed distributions
 - 33.1 All dividends or other sums which are:
 - 33.1.1 payable in respect of shares; and
 - 33.1.2 unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.
 - 33.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.
 - 33.3 If:
 - 33.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment; and
 - 33.3.2 the Distribution recipient has not claimed it;

the Distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.
- 34. Non-cash distributions
 - 34.1 Subject to the terms of issue of the share in question, the Company may, by Ordinary resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

34.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

34.2.1 fixing the value of any assets;

34.2.2 paying cash to any Distribution recipient on the basis of that value in order to adjust the rights of recipients; and

34.2.3 vesting any assets in trustees.

35. Waiver of distributions

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in Writing to that effect, but if:

35.1 the share has more than one Holder; or

35.2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders of persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

36. Authority to capitalise and appropriation of capitalised sums

36.1 Subject to the articles, the Directors may, if they are so authorised by an ordinary resolution:

36.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

36.1.2 appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

36.2 Capitalised sums must be applied:

36.2.1 on behalf of the persons entitled; and

36.2.2 in the same proportions as a dividend would have been distributed to them.

36.3 Subject to Article 22.3, any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted as Fully paid to the persons entitled or as they may direct.

36.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as Fully paid to the persons entitled or as they may direct.

- 36.5 Subject to the articles the Directors may:
- 36.5.1 apply capitalised sums in accordance with sub-Articles 36.3 and 36.4 partly in one way and partly in another; and
 - 36.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and
 - 36.5.3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article.

MEMBERS

37. Membership

- 37.1 The Member of the Company is the Charity.
- 37.2 Membership is not transferable.

ORGANISATION OF GENERAL MEETINGS

38. General Meetings

- 38.1 The Member is entitled to attend general meetings by an Authorised Representative or by proxy (but only if the appointment of the proxy is in Writing and notified to the Company before the commencement of the meeting) but the Member shall generally conduct its business in Writing in accordance with article 39.
- 38.2 A general meeting may be called on a written request to the Directors from the Member.
- 38.3 General meetings are called on at least 14 and not more than 28 Clear Days' notice in Writing specifying the business to be discussed and (if a Special resolution is to be proposed) setting out the terms of the proposed Special resolution.
- 38.4 There is a quorum if the Member is present by Authorised Representative or by proxy.
- 38.5 A resolution put to the vote of a general meeting must be decided on a show of hands.
- 38.6 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by Ordinary resolution.
- 38.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an Ordinary resolution or a Special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.

39. Written Resolutions

- 39.1 Subject to Article 39.3, any resolution that may be passed validly at a general meeting of the Company may be passed as a written resolution.
- 39.2 The Member signifies agreement to a proposed written resolution when the Company receives from him an Authenticated Document (whether in hard copy or electronic form) identifying the resolution to which it relates and his agreement to it.
- 39.3 The following may not be passed as a written resolution:
- (a) a resolution to remove a Director before his period of office expires; and
 - (b) a resolution to remove an auditor before his period of office expires.

ADMINISTRATIVE ARRANGEMENTS

40. Means of communication to be used

- 40.1 The Company may validly send or supply any Document (including any notice) or information to the Member:
- 40.1.1 by delivering it by hand to the address recorded for the Member in the register of members;
 - 40.1.2 by sending it by post or courier in an envelope (with postage or delivery Paid) to the address recorded for the Member in the register of members;
 - 40.1.3 by electronic mail to an email address notified by the Member in Writing; or
- in accordance with this Article 40.
- 40.2 The Company may only send a Document or information to the Member by electronic mail:
- 40.2.1 where the Authorised Representative of the Member concerned has agreed (either generally or in relation to the specific Document or information) that it may be sent in that form; and
 - 40.2.2 to the address specified for that purpose by the Authorised Representative of the Member.
- 40.3 Any notice given in accordance with these articles is to be treated for all purposes as having been received:
- 40.3.1 24 hours after being sent by email or delivered by hand to the relevant address;
 - 40.3.2 two Clear days after being sent by first class post to the relevant address;
 - 40.3.3 three Clear days after being sent by second class or overseas post to the relevant address;

- 40.3.4 on being handed to the Authorised Representative of the Member personally; or if earlier
- 40.3.5 as soon as the Authorised Representative of the Member acknowledges actual receipt.
- 40.4 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.
- 40.5 The Member may validly send any notice or Document to the Company:
- (a) by post to the Company's registered office or any other address specified by the company for such purposes;
 - (b) to any email address provided by the Company for such purposes.
- 40.6 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.
41. No right to inspect accounts and other records
- Except as provided by law or authorised by the Directors or an Ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records merely by virtue of being a Member.
42. Provisions for employees on cessation of business
- The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that Subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

43. Indemnity
- 43.1 Subject to sub-Article 43.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against
- 43.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
 - 43.1.2 any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);
 - 43.1.3 any other liability incurred by that Director as an officer of the Company or an associated company.
- 43.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

43.3 In this Article:

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

43.3.2 a "relevant Director" means any Director or former Director of the Company or an associated company.

44. Insurance

44.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

44.2 In this Article:

44.2.1 a "relevant Director" means any Director or former Director of the Company or an associated company;

44.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

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

45. Exclusion of model articles

The model articles set out in Schedule 1 of the Companies (Model Articles) Regulations 2008 do not apply to the Company.