

**THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION  
OF  
*THE ASSOCIATION OF LAWYERS IN  
INTERGOVERNMENTAL FINANCE AND  
DEVELOPMENT ORGANISATIONS  
(ALIFDO) LIMITED (the "Company")***

*(Adopted by special resolution passed on 28 March 2017)*

## 1. Interpretation & Definitions

1.1 In these Articles, unless the context otherwise requires:

**Act:** means the Companies Act 2006;

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

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

**Business Day:** means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

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

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

**electronic form:** has the meaning given in section 1168 of the Act;

**Member:** means a person whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly; and

**Model Articles:** means 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 clause of the Model Articles;

**ordinary resolution:** has the meaning given in section 282 of the Act;

**participate:** in relation to a director's meeting, has the meaning given in Model Article 10;

**proxy notice:** has the meaning given in Model Article 31;

**secretary:** means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

**special resolution:** has the meaning given in section 283 of the Act;

**subsidiary:** has the meaning given in section 1159 of the Act; 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 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and 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 a clause is a reference to the relevant clause of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.

1.6 Any word following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7 Other than for purposes of interpretation of these Articles, and unless expressly stated otherwise, the Model Articles shall not apply to the Company. No regulation set out in any statute or in any statutory instrument or other subordinate legislation concerning companies, including but not limited to the Model Articles, shall apply to the Company, but the following shall be the articles of association of the Company.

## **2. Objects**

The objects for which the Company are established are to:

- (a) promote the practice of law within intergovernmental finance and development organisations;
- (b) provide a network for cooperation and information exchange amongst lawyers working in intergovernmental finance and development organisations;
- (c) provide a forum for discussion, debate and dissemination of information regarding issues and subjects relevant to lawyers working in intergovernmental finance and development organisations;
- (d) promote the rule of law at an international level; and
- (e) act as a consultative body on legal issues relevant to intergovernmental finance and development organisations and on issues relevant to lawyers working in such organisations.

## **3. Powers & Governing Language**

3.1 In pursuance of the object set out in clause 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 suretyships 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 clause 2.

3.2 The governing language of the Company shall be English.

#### **4. Income**

4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.

4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:

- (a) reasonable and proper remuneration to any Member, director, 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, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this clause) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the directors at or before the time of winding up or dissolution.

## **6. Liability of Members**

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

- (a) payment of the Company's debts and liabilities contracted before he 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.

## **7. Directors**

### *7.1 Directors' general authority & power to make by-laws*

Subject to the Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the company. 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. If there is a conflict between the terms of these Articles and any rules established under this clause, the terms of these Articles shall prevail. Such rules shall be referred to as by-laws of the Company.

### *7.2 Members' reserve power*

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

### *7.3 Directors may delegate*

- (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.

(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.

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

#### *7.4 Committees and advisory council*

(1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.

(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.

(3) The directors may establish an advisory council composed of such persons as the directors may deem appropriate to provide guidance, advice and ideas to the directors and the Company's officers on how the Company may realise the objects for which the Company is established as stated in clause 2 of these Articles. Any such advisory council shall not form part of the governance of the Company nor in any manner replace the function, role or responsibility of the directors or officers of the Company.

#### *7.5 Decision making by Directors*

(1) Unless required otherwise under the Act or these Articles, any decision of the directors must be made by simple majority of directors present at a meeting of directors or as a directors' written resolution in accordance with clause 7.6.

(2) If:

(a) the Company only has one director, 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 take decisions without regard to any of the provisions of the Articles relating to directors' decision-making.

(3) Subject to the Articles, each director participating in a directors' meeting has one vote.

#### *7.6 Directors' written resolutions:*

Decisions of directors 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.

#### *7.7 Unanimous decisions*

A decision of the directors is considered taken unanimously when all eligible directors indicate to each other by any means that they share a common view on a matter. References in this clause 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. A decision may not be taken in accordance with this clause if the eligible directors would not have formed a quorum at such a meeting.

#### *7.8 Calling a directors' meeting*

- (1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- (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.
- (3) Notice of a directors' meeting must be given to each director, but need not be in writing.
- (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.

#### *7.9 Participation in directors' meetings*

- (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.
- (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.
- (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.

#### *7.10 Quorum for directors' meetings*

- (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (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 two (unless the Company only has only one director, in which case it shall be one), and unless otherwise fixed it is two.
- (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 -
  - (a) to appoint further directors, or
  - (b) to call a general meeting so as to enable the Members to appoint further directors.

#### *7.11 Chairing of directors' meetings*

- (1) The directors may appoint a director to chair their meetings.
- (2) The person so appointed for the time being is known as the chairperson.
- (3) The directors may terminate the chairperson's appointment at any time.
- (4) If the chairperson is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

#### *7.12 Casting vote*

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

#### *7.13 Conflicts of interest*

- (1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- (2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- (3) This paragraph applies when -
  - (a) 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; or
  - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest.
- (4) For the purposes of this clause, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- (5) Subject to paragraph (6), 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 chairman is to be final and conclusive.
- (6) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairperson, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

#### *7.14 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.

#### *7.15 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.

#### *7.16 Methods of appointing directors*

(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 -

- (a) by ordinary resolution, or
- (b) by a decision of the directors.

#### *7.17 Termination of director's appointment*

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 which 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) that person is absent from three consecutive meetings of the directors without justifiable excuse and is asked by a majority of directors to resign;
- (h) that person is removed from office by a resolution of at least 75 percent of the other directors present and voting at a meeting of directors at which at least half of the serving directors are present provided that prior to such a meeting the person in question has been given written notice of the intention to propose such a resolution at the meeting; or
- (i) that person dies.

#### *7.18 Directors' remuneration*

- (1) Directors may undertake any services for the Company that the directors decide.
- (2) Directors are entitled to such remuneration as the directors determine -
  - (a) for their services to the company as directors, and
  - (b) for any other service which they undertake for the company.

- (3) Subject to the Articles, a director's remuneration may -
- (a) take any form, and
  - (b) 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.
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.

#### *7.19 Directors' expenses*

The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at -

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) 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.

#### *7.20 Number of directors*

Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall not be less than one.

### **8. 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.

### **9. Change of name of Company name**

The name of the Company may be changed by:

- (a) a decision of the directors; or
- (b) a special resolution of the Members,

or otherwise in accordance with the Act.

### **10. Members**

#### *10.1 Membership*

- (a) Unless otherwise prescribed by the directors, only natural persons can be Members of the Company.
- (b) The Company shall admit to Membership any individual who:

- (i) applies to the Company using the application process approved by the directors; and
- (ii) is approved by the directors (which approval directors can delegate in accordance with clause 7.3).

Following approval by the directors in accordance with this clause, the details of each successful applicant shall be entered into the Register of Members.

- (c) The directors may in their absolute discretion decline to accept any application for Membership and need not give reasons for doing so.
- (d) The directors may prescribe criteria for Membership of the Company but shall not be obliged to accept individuals fulfilling those criteria as Members.
- (e) Unless otherwise prescribed by the directors, all Members must pay to the Company a subscription fee to be decided by the directors from time to time.
- (f) The directors may grant honorary membership to any person who has made an outstanding contribution to the Company. Such membership shall not be subject to any time limitation or requirement to pay a subscription fee and shall not carry voting rights. The directors may also establish different classes of Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the Register of Members.
- (g) Membership is not transferable.

## **10.2 Termination of membership**

- (a) A Member may withdraw from membership of the company by giving 7 days' notice to the company in writing.
- (b) A person's membership terminates when that person dies or ceases to exist.
- (c) Membership terminates following non-payment when due of any membership fee payable in accordance with rules to be established by the directors.
- (d) The directors may terminate the Membership of any Member provided that the Member concerned shall have a right to be heard before any final decision is made.

## **11. Decision making by Members**

### *11.1 Convening of general meetings*

The directors may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with the Act. If the Company has only a single Member, such Member shall be entitled to call a general meeting. Other than as contemplated under this clause or required by applicable law, there shall be no requirement for the Company to hold a general meeting. In lieu of holding a general meeting, the directors may initiate the written resolution procedure set out in Chapter 2 of Part 13 of the Act.

### *11.2 Votes of Members*

Subject to the Act, at any general meeting

- (a) only Members who are natural persons shall have the right to participate and vote at general meetings;
- (b) every such Member who is present in person (or by proxy) shall on a show of hands have one vote; and
- (c) every such Member present in person (or by proxy) shall on a poll have one vote.

### *11.3 Attendance and speaking at general meetings*

- (1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- (2) A person is able to exercise the right to vote at a general meeting when -
  - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- (3) The 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.
- (4) In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- (5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

### *11.4 Quorum for general meetings*

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. Quorum for general meetings shall be no less than two Members present or participating.

### *11.5 Chairing general meetings*

- (1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- (2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start -
  - (a) the directors present, or
  - (b) (if no directors are present), the meeting,

must appoint a director or Member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

(3) The person chairing a meeting in accordance with this clause is referred to as “the chairman of the meeting”.

#### *11.6 Attendance and speaking by directors and non-members*

(1) Directors may attend and speak at general meetings, whether or not they are Members.

(2) The chairman of the meeting may permit other persons who are not Members of the company to attend and speak at a general meeting.

#### *11.7 Adjournment*

(1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

(2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if -

(a) the Members attending the meeting consent to an adjournment, or

(b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

(3) The chairman of the meeting must adjourn a general meeting if directed to do so by the Members attending the meeting.

(4) When adjourning a general meeting, the chairman 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.

(5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days’ notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given) -

(a) to the same persons to whom notice of the company’s general meetings is required to be given, and

(b) containing the same information which such notice is required to contain.

(6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

#### *11.8 Voting: general*

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with clause 11.10.

#### *11.9 Errors and disputes*

(1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

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

#### *11.10 Poll votes*

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

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

(b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

(2) A poll may be demanded by -

(a) the 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.

(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.

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

#### *11.11 Content of proxy notices*

(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; and

(d) is delivered to the company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

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

(3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

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

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

#### *11.12 Delivery of proxy notices*

(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.

(2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

(3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

(4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

#### *11.13 Amendments to resolutions*

(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 chairman of the meeting may determine), and

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

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

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

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

#### *11.14 Written resolutions*

A resolution of the Members may be passed as a written resolution in accordance with the Act.

## **12. Notices and Communications**

12.1 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 courier addressed to the intended recipient;
- (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 clause, no account shall be taken of any part of a day that is not a Business Day.

12.2 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.

## **13. Indemnity of Officers**

13.1 Subject to clause 13.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) 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:
  - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
  - (ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his 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 him in connection with any proceedings or application referred to in 13.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

13.2 This clause 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.



13.3 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.

13.4 In this clause:

(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 or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) , but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

#### **14. Amendments and Interpretations**

Any general meeting shall have the power to alter these Articles to any extent whatsoever, provided that no alteration or addition shall be discussed except upon motion, and after at least 90 days prior notice thereof has been provided to the directors, nor accepted unless by a majority of at least two-thirds of the Members voting thereon.

The directors shall be the sole authority of the interpretation of these Articles and any amendments thereto, and the decision of the directors upon any question of interpretation or upon any matter affecting the Company and not provided for by these Articles shall be final and binding on the Members.

#### **15. Company seals**

(1) Any common seal may only be used by the authority of the directors.

(2) The directors may decide by what means and in what form any common seal is to be used.

(3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

(4) For the purposes of this clause, an authorised person is -

(a) any director of the company;

(b) the company secretary (if any); or

(c) any person authorized by the directors for the purpose of signing documents to which the common seal is applied.

#### **16. No right to inspect accounts and other records**

Except as provided by law or authorized 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. Except as required by law, there shall be no requirement for the Company

to provide its accounting or other records or documents prior to any general meeting of Members. The Company may choose to make its accounts available *via* its website.

**17. Provision for employees on cessation of business**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

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