

**Dorset Innovation Park Limited**

**(Private Company Limited by Shares)**

**Company number 16516664**

**Articles of Association**

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## Part 1 – Interpretation and Limitation of Liability

### 1 Defined terms

In these Articles, unless the context requires otherwise:

**Articles** means the Company's articles of association;

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

**Chair** has the meaning given in article 13;

**Chair of the Meeting** has the meaning given in article 33;

**the Company** means Dorset Innovation Park Limited;

**Companies Acts** means the Companies Acts (as defined in section 2 Companies Act 2006), in so far as they apply to the Company;

**the Council** means the Dorset Council or any statutory successor;

**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 Companies Act 2006;

**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** has the meaning given in section 1168 Companies Act 2006;

**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;

**Managing Director** means the person responsible for the performance of the company, as dictated by the board's overall strategy.

**Non-Executive Director** means a member of a company's board of directors who is not part of the company's executive management team and does not have day-to-day operational responsibilities. They provide independent oversight, strategic advice and guidance to the board and executive management.

**Ordinary Resolution** has the meaning given in section 282 Companies Act 2006;

**Paid** means paid or credited as paid;

**Participate**, in relation to a Directors' meeting, has the meaning given in article 11;

**Proxy Notice** has the meaning given in article 38;

**Shareholder** means a person who is the Holder of a Share;

**Shares** means shares in the Company;

**Special Resolution** has the meaning given in section 283 Companies Act 2006;

**Subsidiary** has the meaning given in section 1159 Companies Act 2006; 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.

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 Shareholder**

The liability of Shareholder is limited to the amount, if any, unpaid on the Shares held by them.

## **Part 2 – Company status and activities**

### **3 Objects**

The Object of the Company is to oversee the successful management and development of the Dorset Innovation Park Enterprise Zone (The Park), to drive business growth and support economic prosperity in the local economy with a focus on the defence and security sector.

The Object is to be achieved through:

- Helping businesses to start up, innovate and grow;
- Agreeing a Vision for the Park to set the strategic direction and investment priorities;
- Drafting plans and strategies that secure economic investment and job growth;
- Making recommendations to Dorset Council and other stakeholders as appropriate to promote the economic success of the Park;
- Working with neighbouring landowners/occupiers to potentially increase the size of the park;
- Any such other Objects as the Company considers are ancillary to or in support of any of the above.

## **Part 3 – Directors' powers and responsibilities**

### **4 Directors' general authority**

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

### **5 Shareholder's reserve power**

5.1 The Shareholder may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.

5.2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

### **6 Directors may delegate**

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

- 6.1.1 to such person or committee;
- 6.1.2 by such means (including by power of attorney);
- 6.1.3 to such an extent;
- 6.1.4 in relation to such matters or territories; and
- 6.1.5 on such terms and conditions, as they think fit.

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

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

### **7 Committees**

7.1 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.

7.2 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**

### **8 Directors to take decisions collectively**

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 9.

## **9 Unanimous decisions**

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such a meeting.

## **10 Calling a Directors' meeting**

- 10.1 A board meeting shall be held no less than once in every three calendar months.
- 10.2 Any Director may call a Directors' meeting by giving at least 10 Business Days' notice of the meeting to the Directors (or such lesser notice as two Directors may agree) or by authorising the company secretary (if any) to give such notice.
- 10.3 Notice of any Directors' meeting must indicate:
- 10.3.1 its proposed date and time;
  - 10.3.2 where it is to take place; and
  - 10.3.3 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.
- 10.4 Notice of a Directors' meeting must be given to each Director but need not be in Writing.
- 10.5 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting. A Director may waive the requirement that notice of a meeting of the Directors or of a committee of the Directors be given to them at any time before or after the date on which the meeting is held by notifying the Company to that effect. Where a Director gives such notice after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

## **11 Participation in Directors' meetings**

- 11.1 Subject to the Articles, Directors Participate in a Directors' meeting, or part of a Directors' meeting, when:
- 11.1.1 the meeting has been called and takes place in accordance with the Articles, and
  - 11.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 11.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

- 11.3 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.

## 12 **Quorum for Directors' meetings**

- 12.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 12.2 The quorum for the transaction of business of the Directors shall be 3, including the Chair, plus two other directors, except in circumstances where the Chair has a conflict of interest, when the quorum shall be 3 Directors.
- 12.3 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 to appoint further directors to call a general meeting to enable the Shareholder to appoint further directors.

## 13 **Chairing of Directors' meetings**

- 13.1 The Shareholder shall appoint a Director to chair Directors' meetings.
- 13.2 The person so appointed for the time being is known as the Chair.
- 13.3 The Shareholder may terminate the Chair's appointment at any time upon giving written notice to the Company.
- 13.4 If the Chair has a conflict of interest, the participating directors must appoint one of themselves to chair that item of the meeting

## 14 **Casting Vote**

- 14.1 If the numbers of votes for and against a proposal are equal, the Chair, or other director chairing the meeting, has a casting vote.
- 14.2 This Article 14 does not apply if, in accordance with the articles, the Chair or other director is not to be counted as participating in the decision-making process for quorum or counting votes.

## 15 **Conflicts of interest**

- 15.1 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director has an interest, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 15.2 But if article 15.3 applies, a Director who has an interest 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.
- 15.3 This article applies when:
- 15.3.1 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;

- 15.3.2 the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- 15.3.3 the Director's conflict of interest arises from a permitted cause.
- 15.4 For the purposes of this article, the following are permitted causes:
- 15.4.1 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;
- 15.4.2 subscription, or an agreement 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
- 15.4.3 arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its Subsidiaries which do not provide special benefits for Directors or former Directors.
- 15.5 For the purposes of this article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.
- 15.6 Subject to article 15.7, 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 any Director other than the Chair is to be final and conclusive.
- 15.7 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 or quorum purposes.
- 16 Authorisation of Directors' conflicts of interest**
- 16.1 For the purposes of section 175 of the Companies Act, as amended, consolidated or re-enacted from time to time, the Shareholders shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach by a Director of the duty to avoid conflicts of interest set out in that section of the Companies Act. Any reference in these Articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties.
- 16.2 Authorisation of a matter under article 16 shall be effective only if the matter in question shall have been proposed in Writing for consideration by the Shareholders, or in such other manner as the Shareholders may determine.
- 16.3 Unless otherwise determined by the Shareholder, any authorisation of a matter under article 16 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
- 16.4 Any authorisation of a matter under article 16 shall be on such terms and/or conditions as the Shareholder may determine, whether at the time such authorisation is given or subsequently and may be varied or terminated by the Shareholder at any time. Such terms

or conditions may include (without limitation) terms and conditions as to the duration, renewal and/or revocation of the authorisation. A Director shall comply with any obligations imposed on them by the Shareholder pursuant to any such authorisation.

16.5 A Director, notwithstanding their office, may be a Director or other officer of, employed by, or of or otherwise interested (including by the holding of Shares) in, the Council or in a Shareholder who has appointed them as a Director of the Company, or any other member of such Shareholder's group, or an employee of another local authority placed at the disposal of the Council pursuant to section 113 Local Government Act 1972, and no authorisation under article 16 shall be necessary in respect of any such interest.

16.6 If a Director receives or has received any information otherwise than by virtue of their position as a Director of the Company and in respect of which they owe a duty of confidentiality to another person, the Director is under no obligation to:

16.6.1 disclose any such information to the Company, the Directors or any other Director or employee of the Company; or

16.6.2 use or apply any such information in connection with the performance of their duties as a Director.

16.7 Provided that such duty of confidentiality arises out of a situation or relationship which would or might otherwise constitute or give rise to a breach by the Director of the duty to avoid conflicts of interest set out in section 175 of the Companies Act, this article shall apply only if such situation or relationship has been authorised by the Shareholder under article 16.

16.8 A Director shall not, save as otherwise agreed, be accountable to the Company for any benefit which the Director (or a person connected with the Director) derives from any matter authorised under article 16 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.

## 17 **Records of decisions to be kept**

The Directors must ensure that the Company keeps a record, in Writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

## 18 **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**

### 19 **Methods of appointing Directors**

19.1 The board of Directors shall consist of a minimum of 5 Directors and a maximum of 9.

19.2 The Shareholder shall have the exclusive right to appoint and dismiss the Chair and Managing Director by ordinary resolution.

19.3 Excluding the directors referenced in Articles 19.2, directors may be appointed by:

19.3.1 an ordinary resolution, or

19.3.2a decision of the directors

19.4 Every Shareholder appointment or removal in accordance with this Article shall be effected by notice in Writing to the Company and shall take effect immediately (or on such later date, if any, specified in the notice). Any such notice of appointment must be signed by or on behalf of the Shareholder.

19.5 All directors must be a natural person who is willing to act as a director, is permitted by law to do so and has not previously been removed from directorship of the Company by the Shareholder.

## 20 **Retirement of Directors by Rotation**

20.1 At the first annual general meeting following appointment, each director (except the Managing Director) must retire from office and offer themselves for reappointment by the members.

20.2 At every second subsequent annual general meeting any directors—

20.2.1 who have been appointed by the directors since the last annual general meeting,  
or

20.2.2 who were not appointed or reappointed at one of the preceding two annual general meetings,

must retire from office and may offer themselves for reappointment by the members.

## 21 **Termination of Director's appointment**

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

21.1.1 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;

21.1.2 that person has for more than six consecutive months been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that person's office be vacated;

21.1.3 a Bankruptcy order is made against that person;

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

21.1.5 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;

21.1.6 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;

21.1.7 that person is an employee of any Shareholder in the Company and ceases to be employed as such for any reason; and

21.1.8 that person is removed by a Shareholder by a notice in Writing to the Company.

22        **Directors' remuneration**

22.1       Directors may undertake any services for the Company that the Directors decide.

22.2       Directors are entitled to remuneration in accordance with the remuneration policy determined by the Shareholder.

23        **Directors' expenses**

23.1       The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

23.1.1       meetings of Directors or committees of Directors,

23.1.2       general meetings, or

23.1.3       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.

## **Part 4 – Shares and distribution**

### **Shares**

#### **24 All shares to be fully paid up**

- 24.1 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.
- 24.2 This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

#### **25 Powers to issue different classes of Share**

- 25.1 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.
- 25.2 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.

#### **26 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.

#### **27 Share certificates**

- 27.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.
- 27.2 Every certificate must specify:
  - 27.2.1 in respect of how many Shares, of what class, it is issued;
  - 27.2.2 the nominal value of those Shares;
  - 27.2.3 that the Shares are Fully Paid; and
  - 27.2.4 any distinguishing numbers assigned to them.
- 27.3 No certificate may be issued in respect of Shares of more than one class.
- 27.4 If more than one person holds a Share, only one certificate may be issued in respect of it.
- 27.5 Certificates must:
  - 27.5.1 have affixed to them the Company's common seal, or
  - 27.5.2 be otherwise executed in accordance with the Companies Acts.

**28 Replacement Share certificates**

28.1 If a certificate issued in respect of a Shareholder's Shares is:

28.1.1 damaged or defaced, or

28.1.2 said to be lost, stolen or destroyed, that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

28.2 A Shareholder exercising the right to be issued with such a replacement certificate:

28.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

28.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

28.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

**29 Allotment and transfer of Shares**

29.1 Notwithstanding any other article:

29.1.1 no Share in the Company may be allotted to any person other than the Council.

29.1.2 no Share in the Company may be transferred to any person other than the Council.

29.2 The Instrument of transfer of any Share taken on formation of the Company by a subscriber to the Company's memorandum of association need not be executed by or on behalf of the transferee even where the Share is not Fully Paid.

## **Part 5 – Decision-Making by Shareholders**

### **Organisation of general meetings**

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

- 30.1 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.
- 30.2 A person is able to exercise the right to vote at a general meeting when:
- 30.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - 30.2.2 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.
- 30.3 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.
- 30.4 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.
- 30.5 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.

#### **31 Quorum for general meetings**

No business other than the appointment of the Chair of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. A duly appointed representative of the Shareholder shall constitute a quorum.

#### **32 Chairing general meetings**

- 32.1 The Chair shall chair general meetings if present and willing to do so.
- 32.2 If the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- 32.2.1 the Directors present, or
  - 32.2.2 (if no Directors are present), the meeting,
- must appoint a Director or Shareholder to chair the meeting, and the appointment of the Chair of the Meeting must be the first business of the meeting.
- 32.3 The person chairing a meeting in accordance with this article is referred to as "the Chair of the Meeting".

**33 Attendance and speaking by Directors and non-Shareholders**

33.1 Directors may attend and speak at general meetings.

33.2 The Chair of the Meeting may permit other persons who are not Shareholders of the Company to attend and speak at a general meeting.

**34 Adjournment**

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

34.2 The Chair of the Meeting may adjourn a general meeting at which a quorum is present if:

34.2.1 the meeting consents to an adjournment, or

34.2.2 it appears to the Chair of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

34.3 The Chair of the Meeting must adjourn a general meeting if directed to do so by the meeting.

34.4 When adjourning a general meeting, the Chair of the Meeting must:

34.4.1 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

34.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

34.5 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 seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

34.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and

34.5.2 containing the same information which such notice is required to contain.

34.6 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.

## **Part 6 – Voting at general meetings**

### **35 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 the Articles.

### **36 Errors and disputes**

36.1 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.

36.2 Any such objection must be referred to the Chair of the Meeting, whose decision is final.

### **37 Poll votes**

37.1 A poll on a resolution may be demanded:

37.1.1 in advance of the general meeting where it is to be put to the vote, or

37.1.2 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.

37.2 A poll may be demanded by:

37.2.1 the Chair of the Meeting;

37.2.2 the Directors;

37.2.3 two or more persons having the right to vote on the resolution; or

37.2.4 a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution.

37.3 A demand for a poll may be withdrawn if:

37.3.1 the poll has not yet been taken, and

37.3.2 the Chair of the Meeting consents to the withdrawal.

37.4 Polls must be taken immediately and in such manner as the Chair of the Meeting directs.

### **38 Content of Proxy Notices**

38.1 Proxies may only validly be appointed by a notice in Writing (a **Proxy Notice**) which:

38.1.1 states the name and address of the Shareholder appointing the proxy;

38.1.2 identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;

38.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and

- 38.1.4 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.
- 38.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 38.3 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.
- 38.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
- 38.4.1 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
- 38.4.2 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.

## **39 Delivery of Proxy Notices**

- 39.1 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.
- 39.2 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.
- 39.3 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.
- 39.4 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.

## **40 Amendments to resolutions**

- 40.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
- 40.1.1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chair of the Meeting may determine); and
- 40.1.2 the proposed amendment does not, in the reasonable opinion of the Chair of the Meeting, materially alter the scope of the resolution.
- 40.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:
- 40.2.1 the Chair of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

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

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

## **Part 7 – Administrative arrangements**

### **41 Means of communication to be used**

41.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Companies Act to be sent or supplied by or to the Company.

41.2 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

41.3 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

### **42 No right to inspect accounts and other records**

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Shareholder.

### **43 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.

## Part 8 – Directors’ indemnity and insurance

### 44 Indemnity

- 44.1 Subject to article 44.2, a relevant Director of the Company or an associated Company may be indemnified out of the Company’s assets against:
- 44.1.1 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;
  - 44.1.2 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) Companies Act 2006),
- any other liability incurred by that Director as an officer of the Company or an associated Company.
- 44.2 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.
- 44.3 In this article:
- 44.3.1 companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate, and
  - 44.3.2 a **relevant Director** means any Director or former Director of the Company or an associated Company.

### 45 Insurance

- 45.1 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.
- 45.2 In this article:
- 45.2.1 a **relevant Director** means any Director or former Director of the Company or an associated Company,
  - 45.2.2 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
  - 45.2.3 companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate.

### 46 Amendment of Articles

No amendment may be made to these Articles of association without the prior written consent of the Shareholder.