



**Company Number: 09844494**

**The Companies Act 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

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# **ARTICLES OF ASSOCIATION**

**Wales Rugby League Limited**

**Incorporated on 27 day of October 2015**

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## **THE COMPANIES ACT 2006**

## **PRIVATE COMPANY LIMITED BY GUARANTEE**

## **ARTICLES OF ASSOCIATION OF**

## **WALES RUGBY LEAGUE LIMITED**

**Adopted by special resolution on Thursday 26<sup>th</sup> January 2023.**

### **1. PRELIMINARY**

- 1.1. In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.2. The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.3. In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa.

### **2. DEFINED TERMS**

- 2.1. In the Articles, unless the context requires otherwise—

“Articles” means the Company’s articles of association;

“Appointed Director” means a director appointed by the directors in accordance with Article 22.

“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;

“business day” means a day that is not a Saturday or Sunday or any day that is a public holiday in Wales;

“chair of the general meeting” has the meaning given in Article 33;

“Company” means Wales Rugby League Limited;



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

“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;

“Elected Director” means a director elected by the members in accordance with Article 22.

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“Independent Chair” means the person appointed by the directors to chair meetings of the board of directors of the Company, who shall not have any material or pecuniary connection with the Company prior to such appointment;

“Independent Director” means a director of the Company appointed in accordance with Article 22, who is not the Independent Chair and is determined by the board of directors as being independent, including, but not limited to, their having no material or pecuniary connection with the Company prior to such appointment;

“member” means subscribers to the Company’s memorandum as at the date of incorporation and such other organisations as are admitted to membership by the Company under Article 27 and membership shall be construed accordingly;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“participate”, in relation to a directors’ meeting, has the meaning given in Article 15;

“President” means the president of the Company appointed in accordance with Article 26;

“proxy notice” has the meaning given in Article 38;

“Rules and Byelaws” means the rules and byelaws of the Company created and amended from time to time;



“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“subsidiary” has the meaning given in section 1159 of the 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.

### **3. LIABILITY OF MEMBERS**

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

3.1.1. payment of the Company’s debts and liabilities contracted before they cease to be a member,

3.1.2. payment of the costs, charges and expenses of winding up, and

3.1.3. adjustment of the rights of the contributories among themselves.

### **4. OBJECTS**

4.1. The objects of the Company are to foster, develop, extend, govern and administrate the game of Rugby League throughout Wales and to bring together the Members and others for the purpose of achieving the Company’s objects.

### **5. POWERS**

In pursuance of the objects set out in Article 4, the Company has the power to:-

5.1. make, amend and enforce such rules and regulations as the company shall deem necessary to carry out the objects of the company;

5.2. make and carry into effect such schemes and policies as the company shall from time to time deem fit;

5.3. 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;

- 5.4. 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;
- 5.5. 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;
- 5.6. 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;
- 5.7. 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;
- 5.8. 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;
- 5.9. 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;
- 5.10. enter into contracts to provide services to or on behalf of other bodies;
- 5.11. provide and assist in the provision of money, materials or other help;
- 5.12. 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;
- 5.13. incorporate subsidiary companies to carry on any trade;
- 5.14. determine, amend, uphold and enforce the ~~L~~aws of the ~~g~~ame;



- 5.15. provide interpretations and guidance on the laws of the game;
- 5.16. promote, recognise and assist in the planning and organisation of matches, tours and tournaments involving members;
- 5.17. raise money by levies on members and through other external sources as appropriate;
- 5.18. subject to these Articles, to distribute monies among members;
- 5.19. employ such staff, and on such conditions, as it considers appropriate;
- 5.20. acquire such assets as it shall consider necessary; and
- 5.21. do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in Article 4.

## **6. INCOME**

- 6.1. The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 6.2. 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:-
  - 6.2.1. reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
  - 6.2.2. any interest on money lent by any member or any director at a reasonable and proper rate;
  - 6.2.3. reasonable and proper rent for premises demised or let by any member or director; or
  - 6.2.4. reasonable out-of-pocket expenses properly incurred by any director.

## **7. WINDING UP**

- 7.1. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while it is a member or within one year after it ceases to be a member, for payment of the debts and liabilities of the Company contracted before it ceases to be a member and of the costs, charges and expenses of winding-up and for the adjustment of the



rights of the contributories among themselves, such amount as may be required not exceeding £1.

7.2. In the event of a winding up or other dissolution of the Company, any funds and assets remaining after satisfaction of its debts and liabilities and the costs of any winding up or other dissolution: -

7.2.1. may not be paid or distributed to the members; and

7.2.2. must be transferred to one or more entities (whether incorporated or unincorporated) that:-

7.2.2.1. have the principal purpose of the administration and development of Rugby League in Wales; and

7.2.2.2. have restrictions on the application of their property (including, without limitation, any dividend, bonus or other distribution of any kind whether as income or capital or in the form of cash or otherwise) at least equivalent to the restrictions applicable under these Articles.

7.3. If that is not possible, they shall be transferred to or applied towards some other purpose or purposes that are charitable in the promotion of sport in Wales under the law of England and Wales.

## **8. DIRECTORS' GENERAL AUTHORITY**

8.1. Subject to the Articles, the directors are responsible for the management of the Company's business in accordance with its objects, for which purpose they may exercise all the powers of the Company.

8.2. The directors shall act upon the Rules and Byelaws so far as the same are consistent with these Articles. If any conflict or ambiguity arises between these Articles and the Rules and Byelaws, these Articles shall prevail.

8.3. The directors shall review the Articles every two years.

## **9. MEMBERS' RESERVE POWER**

9.1. The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

9.2. No such special resolution invalidates anything which the directors have done before the passing of the resolution.

## **10. DIRECTORS MAY DELEGATE**



10.1. Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:-

10.1.1. to such person or committee;

10.1.2. by such means (including by power of attorney);

10.1.3. to such an extent;

10.1.4. in relation to such matters or territories; and

10.1.5. on such terms and conditions,

as they think fit.

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

10.3. The terms of any delegation to a person or committee and their remit shall be recorded in the minute book.

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

10.5. All acts and proceedings of any person or committee shall be fully and promptly reported to the directors.

## **11. COMMITTEES**

11.1. 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.

11.2. The directors may make rules of procedure for themselves and any person, committee or other body to whom they delegate any of their powers. These Articles shall prevail over such rules of procedure if they are not consistent with these Articles.

## **12. DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

12.1. 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 13.

## **13. UNANIMOUS DECISIONS**



- 13.1. 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.

#### **14. CALLING A DIRECTORS' MEETING**

- 14.1. Any director may call a directors' meeting by giving not less than fourteen (14) business days' notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.
- 14.2. The directors shall meet at least four (4) times per calendar year.
- 14.3. Notice of any directors' meeting must indicate:-
  - 14.3.1. its proposed date and time;
  - 14.3.2. where it is to take place; and
  - 14.3.3. 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.
- 14.4. Notice of a directors' meeting must be given to each director, but need not be in writing.
- 14.5. Notice of a directors' meeting need not be given to any director who waives their entitlement to notice of that meeting. Such waiver can be given by notice to that effect to the Company either prior to, or 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.

#### **15. PARTICIPATION IN DIRECTORS' MEETINGS**



15.1. Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:-

15.1.1. the meeting has been called and takes place in accordance with the Articles, and

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

15.2. In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

15.3. 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.

## **16. QUORUM FOR DIRECTORS' MEETINGS**

16.1. At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

16.2. 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 (3), and unless otherwise fixed it is five (5).

16.3. 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:-

16.3.1. to appoint further directors, or

16.3.2. to call a general meeting so as to enable the members to appoint further directors.

## **17. CHAIRING OF DIRECTORS' MEETINGS**

17.1. The Independent Chair will chair all meetings of the directors at which the Independent Chair is present.

17.2. The person so appointed for the time being is known as the chair.

17.3. The directors may terminate the chair's appointment at any time.

17.4. If the Independent Chair is not participating in a directors' meeting within ten (10) minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.



## **18. CASTING VOTE**

- 18.1. If the numbers of votes for and against a proposal are equal, the chair of the meeting of the directors has a casting vote.
- 18.2. But this does not apply if, in accordance with the Articles, the chair of the meeting of the directors is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **19. CONFLICTS OF INTEREST**

- 19.1. If a director of the Company is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, that director must declare the nature and extent of that interest to the other directors.

- 19.2. In respect of the interest declared, the director shall:-

- 19.2.1. not be counted in the quorum present at the meeting to consider such matter;
- 19.2.2. have no vote on such matter; and
- 19.2.3. leave the room and take no further part in the discussion on such matter.

- 19.3. The provisions of Article 19.2 shall not apply when:-

- 19.3.1. 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;
- 19.3.2. the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- 19.3.3. the director's conflict of interest arises from a permitted cause.

- 19.4. For the purposes of this Article, the following are permitted causes:-

- 19.4.1. 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;
- 19.4.2. subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
- 19.4.3. 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.

- 19.5. For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 19.6. Subject to paragraph 19.7, 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.
- 19.7. 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.

## **20. RECORDS OF DECISIONS TO BE KEPT**

- 20.1. The directors must ensure that the Company keeps a record, in writing, for at least ten (10) years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

## **21. DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

- 21.1. 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.

## **22. APPOINTMENT OF DIRECTORS**

- 22.1. The directors of the Company shall consist of:-
  - 22.1.1. three directors elected by the members ("Elected Directors"); and
  - 22.1.2. at least three Directors, the Independent Chair, and a number of other directors appointed by the directors ("Appointed Directors"), subject to the limit contained in Article 22.2
- 22.2. There shall be a minimum of eight (8) directors and a maximum of twelve (12).
- 22.3. Such directors shall be elected or appointed following a formal vetting process by an appointments panel, taking account of the candidate's ability, experience and expertise to fulfil the identified role on the board of directors.



- 22.4. An Elected Director shall hold office for a period of three years that begins on the day on which the position becomes vacant or the day on which the result of the election is determined, whichever is the later. An Elected Director may serve a maximum of two consecutive terms of three years.
- 22.5. An Appointed Director shall hold office for a period of three years. An Appointed Director may serve a maximum of two consecutive terms of three years.
- 22.6. In exceptional circumstances the board of directors may co-opt a director if it is necessary to ensure that the board has the skills and experience needed to fulfil its role provided that the total number of directors does not exceed twelve.

### **23. TERMINATION OF DIRECTOR'S APPOINTMENT**

- 23.1. A person ceases to be a director as soon as:-
- 23.1.1. 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;
  - 23.1.2. a bankruptcy order is made against that person;
  - 23.1.3. a composition is made with that person's creditors generally in satisfaction of that person's debts;
  - 23.1.4. 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;
  - 23.1.5. 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][immediately on the date the notification is received by the Company irrespective of a later date stipulated in the notification]*;
  - 23.1.6. that person completes the maximum period in office permitted by Article 22.
  - 23.1.7. that person shall have been absent from three consecutive meetings of the directors without permission of the directors;
  - 23.1.8. that person is suspended from taking part in rugby league and/or rugby league management;



23.1.9. that person does any act or thing which in the opinion of the directors brings the Company into disrepute.

## **24. DIRECTORS' EXPENSES**

24.1. The Company may pay any reasonable expenses which the directors and the secretary) properly incur in connection with their attendance at:-

24.1.1. meetings of directors or committees of directors,

24.1.2. general meetings of the members,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## **25. SECRETARY**

25.1. 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.

## **26. HONARARY APPOINTMENTS**

26.1. The Company shall have such Honorary Positions as are provided for in the Bye-laws from time to time.

26.2. The following honorary appointments may be made by election at a general meeting on nomination by the directors OR the directors and shall take effect from the following day: President, Patrons.

26.3. The President shall hold office for a period of three years and may serve a maximum of [two] consecutive terms of three years.

26.4. The holders of honorary appointments shall have the right to attend and speak at general meetings.

## **27. MEMBERSHIP**

27.1. No organisation shall become a member of the Company unless:

27.1.1. that organisation applies to the Company using the application process approved by the directors; and

27.1.2. the application is approved by the directors.



- 27.2. The details of each successful applicant shall be entered into the Register of Members by a nominated director.
- 27.3. An applicant for membership must be proposed by a director and such proposal must be seconded by another director.
- 27.4. The directors may in their absolute discretion decline to accept any application for membership and need not give reasons for doing so.
- 27.5. The directors may prescribe criteria for membership of the Company but shall not be obliged to accept individuals or organisations fulfilling those criteria as members.

## **28. EXPULSION OF MEMBER**

- 28.1. The directors may terminate the membership of any member without their consent by giving the member written notice if, in the reasonable opinion of the directors, the member:

28.1.1. is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the members and directors into disrepute; or

28.1.2. has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or

28.1.3. has failed to observe the terms of these Articles.

- 28.2. Following such termination, the member shall be removed from the Register of Members by a nominated director.
- 28.3. The notice to the member must give the member the opportunity to be heard in writing or in person as to why their membership should not be terminated. The directors must consider any representations made by the member and inform the member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the membership of a member.

## **29. TERMINATION OF MEMBERSHIP**

- 29.1. A member may withdraw from membership of the Company by giving fourteen (14) days' notice to the Company in writing.
- 29.2. Membership is not transferable.



29.3. A membership terminates when that member ceases to exist.

### **30. NOTICE OF GENERAL MEETINGS OF THE MEMBERS**

30.1. An annual general meeting of the Company shall be held in each year.

30.2. Every notice convening a general meeting (including the annual general meeting) of the Company must comply with the provisions of:-

30.2.1. section 311 of the Companies Act 2006 as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting;

30.2.2. section 325(1) of the Companies Act 2006 as to the giving of information to members regarding their right to appoint proxies; and

30.2.3. every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the Company.

30.3. Every general meeting (including the annual general meeting) of the Company shall be convened by the Company giving twenty-eight (28) days' notice.

### **31. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

31.1. 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.

31.2. A member is able to exercise the right to vote at a general meeting when:-

31.2.1. that member is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

31.2.2. that member'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 members attending the meeting.

31.3. 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.



- 31.4. 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.
- 31.5. 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.

## **32. QUORUM FOR GENERAL MEETINGS**

- 32.1. The quorum of a general meeting may be fixed by the general meeting from time to time, but it must never be less than twenty-five (25) per cent of members and Directors, and unless otherwise fixed it is twenty-five (25) per cent.
- 32.2. 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.

## **33. CHAIRING GENERAL MEETINGS**

- 33.1. The chair shall chair general meetings if present and willing to do so.
- 33.2. 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 the vice-chair shall chair the meeting.

AND

- 33.3. If the vice-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:-

33.3.1. the directors present, or

33.3.2. (if no directors are present), the meeting,

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

- 33.4. The person chairing a meeting in accordance with this Article is referred to as “the chair of the general meeting”.

## **34. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS AT GENERAL MEETINGS**



34.1. Directors may attend and speak at general meetings, whether or not they are members.

34.2. The chair of the general meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.

### **35. ADJOURNMENT OF GENERAL MEETING**

35.1. 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 general meeting must adjourn it.

35.2. The chair of the general meeting may adjourn a general meeting at which a quorum is present if:-

35.2.1. the meeting consents to an adjournment, or

35.2.2. it appears to the chair of the general 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.

35.3. The chair of the general meeting must adjourn a general meeting if directed to do so by the meeting.

35.4. When adjourning a general meeting, the chair of the general meeting must:-

35.4.1. 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

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

35.5. 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 (7) clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):-

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

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



35.6. 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.

### **36. VOTING AT GENERAL MEETINGS**

36.1. Subject to the Act, at any general meeting every member who is present in person (or by proxy) shall on a show of hands have one (1) vote and every member present in person (or by proxy) shall on a poll have one (1) vote. For the avoidance of doubt, where the member is an organisation and more than one (1) representative of that member is present in person (or by proxy), that member shall only be entitled to one (1) vote whether on a show of hands or on a poll.

36.2. 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. Any such objection must be referred to the chair of the general meeting whose decision is final.

36.3. If the number of votes for and against a resolution at a general meeting are equal, the chair of the general meeting shall have a casting vote.

### **37. POLL VOTES AT GENERAL MEETINGS**

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 general meeting;

37.2.2. the directors; or

37.2.3. a person or persons representing not less than one tenth (1/10) of the total voting rights of all the members having the right to vote on the resolution.

37.3. A demand for a poll made by a person as proxy for a member is the same as a demand made by the member.



- 37.4. A demand for a poll may be withdrawn if:-
- 37.4.1. the poll has not yet been taken, and
  - 37.4.2. the chair of the general meeting consents to the withdrawal.
- 37.5. Polls must be taken immediately and in such manner as the chair of the general meeting directs.

### **38. CONTENT OF PROXY NOTICES USED AT GENERAL MEETINGS**

- 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 member appointing the proxy;
  - 38.1.2. identifies the person appointed to be that member’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 member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 38.1.4. is received at an address specified by the Company in the proxy notice not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote and in accordance with any other 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 (1) 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 AT GENERAL MEETINGS**



- 39.1. Any proxy notice received at such address as is referred to in Article 39.1.4 less than forty-eight (48) hours before the time for holding the general meeting or adjourned general meeting shall be invalid.
- 39.2. 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.
- 39.3. 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.
- 39.4. 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.
- 39.5. 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 AT GENERAL MEETINGS**

- 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 forty-eight (48) hours before the meeting is to take place (or such later time as the chair of the general meeting may determine), and
  - 40.1.2. the proposed amendment does not, in the reasonable opinion of the chair of the general 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 general 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 general 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.

#### **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 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 forty-eight (48) hours.
- 41.4. Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied under these Articles by the Company to a person by being made available on a website.
- 41.5. A member whose address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices under these Articles may be sent to them or an address to which notices may be sent by electronic means is entitled to have notices sent to them at that address, but otherwise no such member is entitled to receive any notices from the Company.
- 41.6. If the Company sends or supplies notices or other documents under these Articles by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents twenty-four (24) hours after posting.
- 41.7. If the Company sends or supplies notices or other documents under these Articles by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents twenty-four (24) hours after they were sent or supplied.
- 41.8. If the Company sends or supplies notices or other documents under these Articles by means of a website, the intended recipient is deemed to have



received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.

41.9. For the purposes of this Article 41, no account shall be taken of any part of a day that is not a business day.

#### **42. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

42.1. Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

#### **43. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

43.1. 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.

#### **44. INDEMNITY AND INSURANCE**

44.1. Subject to Article 45.2 but without prejudice to any indemnity to which a relevant officer is otherwise entitled: -

44.1.1. each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by them as a relevant officer:-

44.1.1.1. in the actual or purported execution and/or discharge of their duties, or in relation to them;

44.1.1.2. 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 [*in each case*] any liability incurred by them in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in



relation to the Company's (or any associated company's) affairs; and

- 44.1.2. the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in Article 45.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 44.2. This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.
- 44.3. 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.
- 44.4. In this Article:-
  - 44.4.1. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
  - 44.4.2. 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
  - 44.4.3. 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 they are also a director or other officer), to the extent they act in their capacity as auditor.