

**THE COMPANIES ACTS 1985 TO 2006**

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**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

---

**ARTICLES OF ASSOCIATION**

**- of -**

**EAST KENT SPATIAL DEVELOPMENT COMPANY**

**Company Number: 04410176**

Amended by special resolution on 21<sup>st</sup> February 2008

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1. The regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended), as amended by the Companies (Tables A to F) Regulations 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amended) (No.2) Regulations 2007 (SI 2007/2826) shall not apply to the Company.

**INTERPRETATION**

2. In these Articles:

**“the 1985 Act”**

means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;

**“the 2006 Act”**

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

**“the Acts”**

means the 1985 Act and the 2006 Act;

**“the Articles”**

means the articles of association of the Company, as amended from time to time;

**“Board of Directors” or “Board”**

means the board of directors for the time being of the Company;

**“Canterbury CC”**

means Canterbury City Council or any other body or authority or corporation to which its general functions may from time to time be transferred pursuant to any

reorganisation of local government and shall include (where appropriate) any person authorised by Canterbury City Council as its representative;

**“Chairperson”**

means a person appointed to be chairperson of the Board of Directors in accordance with Article 59;

**“Chief Executive”**

means the chief executive officer of the Company from time to time;

**“clear days”**

in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

**“Councils”**

means Dover DC, Kent CC Thanet DC, Shepway DC and Canterbury CC;

**“Dover DC”**

means Dover District Council or any other body or authority or corporation to which its general functions may from time to time be transferred pursuant to any reorganisation of local government and shall include (where appropriate) any person authorised by Dover District Council as its representative;

**“Director”**

means a member of the Board of Directors;

**“executed”**

includes any mode of execution;

**“Kent CC”**

means Kent County Council or any other body or authority or corporation to which its general functions may from time to time be transferred pursuant to any reorganisation of local government and shall include (where appropriate) any person authorised by Kent County Council as its representative;

**“Member”**

means a person, company, partnership, unincorporated association or other entity admitted to the membership of the Company in accordance with these Articles;

**“Office”**

means the registered office of the Company;

**“the seal”**

means the common seal of the Company;

**“Secretary”**

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

**“SEEDA”**

means the statutory corporation known as South East England Development Agency established by the Regional Development Agencies Act 1998 or any other body or authority or corporation to which its general functions may from time to time be transferred and shall include (where appropriate) any person authorised by SEEDA as its representative;

**“Shepway DC”**

means Shepway District Council or any other body or authority or corporation to which its general functions may from time to time be transferred pursuant to any reorganisation of local government and shall include (where appropriate) any person authorised by Shepway District Council as its representative;

**“Subscribers”**

means the subscribers to the Memorandum of Association of the Company;

**“Thanet DC”**

means Thanet District Council or any other body or authority or corporation to which its general functions may from time to time be transferred pursuant to any reorganisation of local government and shall include (where appropriate) any person authorised by Thanet District Council as its representative;

**“the United Kingdom”**

means Great Britain and Northern Ireland;

**“Vice-Chairperson”**

means a person appointed to be vice-chairperson of the Board of Directors in accordance with Article 59.

Unless the context otherwise requires, words or expressions contained in these Articles and in these Regulations bear the same meaning as in the 2006 Act but excluding any statutory modification thereof not in force when these Regulations become binding on the Company.

**MEMBERS**

3. The Subscribers and such other persons as are admitted to membership in accordance with these Articles shall be the Members. No person shall be admitted as a Member unless it is approved by the unanimous consent of all the Members. Every person who wishes to become a

Member shall deliver to the Company an application for membership in such form as the Board of Directors requires to be executed by it and every such person who becomes a Member shall be subject to these Articles as amended from time to time.

4. Members shall be divided into three classes of membership, being classes A, B and C. The Subscribers shall, at the date of adoption of these Articles belong to the class of membership stated below:

<b>Class</b>	<b>Status</b>
A	Each of the Councils
B	SEEDA
C	English Partnerships

5. A Member may at any time withdraw from the Company by giving at least three months' written notice to the Company provided that such Member shall have first procured the application for membership of a replacement for it which is acceptable to all the other Members at the time of such Member's withdrawal. Membership shall not be transferable except to any successor body or authority or corporation to which the relevant Member's general functions are transferred pursuant to any statute or instrument or order affecting such Member. Any withdrawal of membership as referred to above shall not release the Member from liability for any monies due to the Company in its capacity as a Member or otherwise at the date of withdrawal of membership.
6. The Board of Directors may resolve that membership be determined with immediate effect if in its view such Member has done any act or thing prejudicial to the interests of the Company or has failed to comply with or observe any of its obligations under these Articles. Before the Board resolves to determine a Member's membership pursuant to this Article 6, it must give notice in writing to such Member detailing the reasons why the Board wishes to terminate its membership. The Member in question shall have the right to attend and be heard at a meeting of the Board before a final decision is made on such termination. A resolution shall only be passed pursuant to this Article 6 if such resolution is passed by the unanimous vote of all those persons eligible to vote at a meeting of the Board specially convened for the purpose of considering such resolution save that any Director or Directors appointed by such Member in question shall not be entitled to vote upon any such resolution. If such resolution shall be so passed then the Member in question shall thereupon cease to be a Member and its name shall be removed from the Register of Members. Such membership shall be determined without prejudice to the continued liability of the Member for all monies due to the Company from it at the date of cessation of membership.

#### **GENERAL MEETINGS**

7. All general meetings of the Company other than annual general meetings shall be called extraordinary general meetings.
8. The Board may call general meetings of the Company whenever the Board thinks fit and, on the requisition of Members pursuant to the provisions of the 2006 Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt by it of the requisition. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any Member may call a general meeting.
9. The Company shall in each calendar year (other than that in which it is incorporated) hold a general meeting as its annual general meeting (in addition to any other meetings in that year) at such time and such place as may be determined by the Board, and shall specify the meeting as such in the notice calling it, provided that every annual general meeting shall be held not more than 15 months after the holding of the last preceding annual general meeting.

## NOTICE OF GENERAL MEETINGS

10. An annual general meeting and extraordinary general meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
  - 10.1 in the case of an annual general meeting, by all the Members entitled to attend and vote thereat; and
  - 10.2 in the case of any other meeting by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all the Members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted.

Subject to the provisions of the Articles, the notice shall be given to all the Members and to the Directors and the auditors.

11. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## PROCEEDINGS AT GENERAL MEETINGS OF THE COMPANY

12. No business shall be transacted at any meeting unless a quorum is present. The quorum shall comprise three Members (two of which shall be separate representatives of two of the Councils and one of which shall be a representative of SEEDA).
13. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine, and if at such adjourned meeting, a quorum is not present within half an hour from the time appointed for holding the meeting or if during the meeting a quorum ceases to be present, the Member or Members present who are entitled to attend and vote thereat shall be a quorum.
14. The Chairperson, or in his or her absence the Vice-Chairperson, or in his or her absence some other Director nominated by the Board shall preside as chairperson of the meeting, but if neither the Chairperson nor the Vice-Chairperson nor such Director nominated by the Board is present within fifteen minutes after the time appointed for holding the meeting the Directors present shall elect one of their number to be chairperson and, if there is only one Director present and willing to act, he or she shall be the chairperson of the meeting. If no Director is present within fifteen minutes after the time appointed for the holding of the meeting, the Members present and entitled to vote shall choose one of their number to act as the chairperson.
15. The chairperson of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
16. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the 2006 Act, a poll may be demanded:

- 16.1 by the chairperson of the meeting; or
- 16.2 by at least two Members present in person or by proxy having the right to vote at the meeting;  
or
- 16.3 by a Member or Members present in person or by proxy representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
17. A Member may vote at a meeting of the Company on any resolution notwithstanding that it in any way concerns or relates to a matter in which that Member has directly or indirectly any kind of interest and if such Member shall vote on any such resolution as aforesaid such Member's vote shall be counted and in relation to any such resolution as aforesaid that Member shall (whether or not such Member shall vote on the same) be taken into account in calculating the quorum present at the meeting PROVIDED ALWAYS that the Member shall have declared the interest at or prior to the meeting at which the resolution is put.
18. Unless a poll is duly demanded a declaration by the chairperson of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
19. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairperson of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
20. A poll shall be taken as the chairperson of the meeting directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
21. In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have.
22. A poll demanded on the election of a chairperson of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairperson of the meeting directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
23. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
24. A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which such Member was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.

#### **VOTES OF MEMBERS IN GENERAL MEETINGS**

25. On a show of hands and on a poll, every Member present in person or by proxy, shall have the following number of votes according to their class of membership:

Class	Number of votes per Member
A	1
B	5
C	1

26. Only a Member who shall have paid every sum (if any), which shall be due and payable to the Company in respect of its membership, shall (to the extent that it is otherwise entitled to do so) be entitled to be present or to vote on any question either personally or by proxy.
27. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairperson of the meeting whose decision shall be final and conclusive.
28. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve).

“East Kent Spatial Development Company

We, \_\_\_\_\_, of \_\_\_\_\_, being a \_\_\_\_\_ member of the above-named company, hereby appoint \_\_\_\_\_ of \_\_\_\_\_, or failing (him or her), \_\_\_\_\_ of \_\_\_\_\_, as our proxy to vote in our name and on our behalf at the annual/extraordinary general meeting of the company to be held on \_\_\_\_\_ 200●, and at any adjournment thereof. Signed on 200●.”

29. Where it is desired to afford Members an opportunity of instructing the proxy how he or she shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve).

“East Kent Spatial Development Company

We, \_\_\_\_\_, of \_\_\_\_\_, being a \_\_\_\_\_ member of the above-named company, hereby appoint \_\_\_\_\_ of \_\_\_\_\_, or failing (him or her), \_\_\_\_\_ of \_\_\_\_\_, as our proxy to vote in our name and on our behalf at the annual/extraordinary general meeting of the company to be held on \_\_\_\_\_ 200●, and at any adjournment thereof. This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1

for/against

Resolution No. 2

for/against

Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting.

Signed this        day of                    200●”

30. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board may:
- 30.1 be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
  - 30.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
  - 30.3 where the poll is not taken forthwith but is taken not more than 48 hours after it is was demanded, be delivered at the meeting at which the poll was demanded to the Chairperson or to the Secretary or to any Director;
- and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.
31. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

#### **NUMBER OF DIRECTORS**

32. Unless otherwise determined by ordinary resolution, the number of Directors shall not be less than four. There shall be no maximum number of Directors.
- 33.
- 33A The Councils shall be entitled to appoint one person as a Director (the “**A**” Director) in accordance with Article 33B, and to remove such person from office as a Director and to appoint another person in his place, or who shall otherwise cease to be the “A” Director. Every appointment or removal effected in accordance with this Article shall be in writing signed on behalf of the Councils and shall take effect upon delivery at the Office or at any meeting of the Board wherever held.
- 33B The Councils agree to take turns in exercising the right to appoint the “A” Director and that each such appointed “A” Director will serve a term of 6 months before being replaced by the nominee of the next Council in the rotation. The nominating Council will have the right to remove its nominated “A” Director during that the 6 month period of appointment. The rotation of Councils for this purpose shall be: Dover DC, Kent CC, Thanet DC, Shepway DC and Canterbury CC.
- 33C Whenever a Council has not nominated the “A” Director under Article 33B, it may nominate a representative to attend and speak at Board meetings of the Company but any such representative shall not be entitled to vote on any resolution put to the Board.
34. SEEDA is required to appoint five Directors. Each Member within Class C is entitled to appoint one Director.

35. Each Director appointed by SEEDA must be a director, officer or full time employee of SEEDA. Each Director appointed by any member may be removed and replaced by the Member or Members of the class which appointed him or her. Every appointment or removal effected in accordance with this Article shall be in writing signed on behalf of the Member or Members and shall take effect upon delivery at the Office or at any meeting of the Directors wherever held.
36. Each Director nominated by the Members within Class B shall be designated a "B" Director. Each Director nominated by the Members within Class C shall be designated a "C" Director.

#### **ALTERNATE DIRECTORS**

37. Any Director (other than an alternate Director) may appoint any other Director, or any other person approved by resolution of the Board and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him or her. Save as otherwise provided in these Articles, unless he or she is already an officer of the Company in his or her own right, an alternate Director shall not, as such, have any rights other than those mentioned in Article 38.
38. An alternate Director shall be entitled to receive notice of all meetings of the Board, to attend and vote at any such meeting at which the Director appointing him or her is not personally present, and generally to perform all the functions of his or her appointor in his or her absence and shall not be entitled to receive any remuneration from the Company for his or her services as an alternate Director. It shall not be necessary to give notice of such a meeting to an alternate Director who is absent from the United Kingdom.
39. An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.
40. Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director or on behalf of the Council (where appropriate) making or revoking the appointment or in any other manner approved by the Board.
41. Save as otherwise provided in these Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his or her own acts and defaults and he or she shall not be deemed to be the agent of the Director appointing him or her.

#### **POWERS OF THE BOARD OF DIRECTORS**

42. Subject to the provisions of the Acts, the Memorandum and Articles of Association of the Company and to any directions given by special resolution, the business of the Company shall be managed by the Board of Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles of Association of the Company shall invalidate any prior act of the Board of Directors which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Board of Directors by these Articles and a meeting of the Board of Directors at which a quorum is present may exercise all powers exercisable by the Board of Directors.
43. The Board of Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as it determines, including authority for the agent to delegate all or any of his powers.
44. Each Director shall have the right to be accompanied at meetings of the Board by one adviser who shall be permitted to speak but not vote at such meetings. Additionally, subject to any directions given by ordinary resolution of the Members, the Board of Directors may permit any other person, not being a Director or Member of the Company to attend meetings of the Board, general meetings of the Company or meetings of a committee of the Board or any sub-group thereof; such person may attend as an observer only but may be entitled to speak at the discretion of the Chairperson. The Chief Executive shall be entitled to attend (but, for the avoidance of doubt, not vote) at meetings of the Board and at the discretion of the Chairperson shall be entitled to speak thereat.

## **DELEGATION OF BOARD OF DIRECTORS' POWERS**

45. The Board may delegate any of its powers to any committee consisting of two or more Directors. They may also delegate to any Director holding any executive office such of their powers as they consider desirable to be exercised by him or her.
46. Any such delegation made in accordance with Article 45 may be made subject to any conditions the Board of Directors may impose, and either collaterally with or to the exclusion of the powers of the Board and may be revoked or altered.
47. Subject to any conditions made in accordance with Article 46, the proceedings of a committee with two or more Directors shall be governed by the Articles regulating the proceedings of the Board of Directors so far as they are capable of applying Provided that the quorum for a meeting of a committee consisting only of Directors shall be two, consisting of at least the "A" Director and one "B" Director.

## **STAKEHOLDER COMMITTEE**

48. The Board of Directors may establish an advisory committee (the "Stakeholder Committee") which shall be a broadly based group representing local interests in the Target Area (as defined in the Memorandum of Association of the Company) and which shall be consulted at least annually on major strategy issues to be considered by the Board including, but not limited to, the business plans of the Company prepared on behalf of the Board. The Stakeholder Committee shall govern its proceedings by regulations made by it from time to time.

## **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

49. The office of a Director shall be vacated if the Director:
  - 49.1 ceases to be a Director by virtue of any provision of the Acts or these Articles or he or she becomes prohibited by law from being a Director; or
  - 49.2 becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
  - 49.3 is, or may be, suffering from mental disorder and either:
    - 49.3.1 is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
    - 49.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his or her property or affairs; or
  - 49.4 resigns his or her office by notice to the Company; or
  - 49.5 shall, for more than six consecutive months have been absent without permission of the Board from meetings of the Board held during that period and the Board resolves that his or her office be vacated; or
  - 49.6 is removed from office under Section 168 of the 2006 Act;
  - 49.7 being directly or indirectly interested in any contract with the Company, fails to declare his or her interest in the manner required by the Acts and these Articles; or

49.8 his or her nominator or appointer ceases to be a Member of the Company.

#### **REMUNERATION OF DIRECTORS**

50. Subject to Article 51, the Directors shall not be entitled to remuneration or any other benefits whatsoever in respect of their services as directors.

#### **DIRECTORS' EXPENSES**

51. The Directors may be paid all travelling, hotel, and other expenses properly and reasonably incurred by them in connection with their attendance at meetings of the Board of Directors or committees of the Board or general meetings or separate meetings of the holders of debentures of the Company or otherwise in connection with the discharge of their duties.

#### **DIRECTORS' INTERESTS**

52. Subject to the provisions of the Acts, and provided that he or she has disclosed to the Board the nature and extent of any material interest of his or hers, a Director notwithstanding his or her office:

52.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

52.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

52.3 shall not, by reason of his or her office, be accountable to the Company for any benefit which he or she derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

53. For the purposes of Article 52:

53.1 a general notice given to the Board that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and

53.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him or her to have knowledge shall not be treated as an interest of his or hers.

#### **PROCEEDINGS OF THE BOARD OF DIRECTORS**

54. Subject to the provisions of these Articles, the Board may regulate its proceedings as it thinks fit. Any Director may, and the Secretary at the request of any Director shall, call a meeting of the Board. There shall be a minimum of four Board Meetings in each calendar year. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom.

55. The "A" Director shall have one vote. The "B" Directors present at any meeting of the Board shall together have five votes. Each "C" Director shall have one vote.

56. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairperson shall not have a second or casting vote. A Director who is also an alternate Director shall be entitled to an additional vote on behalf of his or her appointor.
57. The quorum for the transaction of the business of the Board shall be four, being at least the "A" Director and three "B" Directors. A person who holds office only as an alternate Director shall, if his or her appointor is not present, be counted in the quorum.
58. The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of calling a general meeting.
59. The Chairperson and Vice-Chairperson shall be individuals appointed by the Board from amongst the Directors. If at a meeting of the Board there is no Director holding the office of Chairperson, or if the Chairperson is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Vice-Chairperson shall preside at the meeting. If there is no Vice-Chairperson or he or she is unwilling to preside or is not present within five minutes of the time appointed for the meeting, the Directors present may appoint one of their number to be the chairperson of the meeting.
60. For the avoidance of doubt, the Vice-Chairperson shall whilst acting in substitution for the Chairperson have all the powers of the Chairperson.
61. All acts done by a meeting of the Board, or of a committee of the Board, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
62. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held and may consist of several documents in the like form each signed by one or more Directors; and a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity.
63. A resolution in writing signed by all the persons entitled to receive notice of and to vote at a meeting of a committee of the Board shall be as valid and effectual as if it had been passed at a meeting of such committee duly convened and held and may consist of several documents in the like form each signed by one or more of such persons; and a resolution signed by an alternate Director need not also be signed by his appointor, and if it is signed by a Director who has appointed an alternate Director it need not be signed by the alternate Director in that capacity.
64. Subject to Article 66 and provided he or she shall have disclosed his or her interest as required by the Acts, a Director may vote at any meeting of the Board or at any committee of the Board on any resolution notwithstanding that it in any way concerns or relates to a matter in which he or she has directly or indirectly, any kind of interest, and if he or she shall vote on any such resolution as aforesaid, his or her vote shall be counted, and in relation to any such resolution as aforesaid, he or she shall (whether or not he or she shall vote on the same) be taken into account in calculating the quorum present at the meeting.
65. The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Director from voting at a meeting of the Board or of a committee of the Board.
66. Where proposals are under consideration concerning the appointment of two or more Directors to offices or employments with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each Director separately and (provided he is not for another reason precluded from voting) each of the Directors

concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his or her own appointment.

67. If a question arises at a meeting of the Board or of a committee of the Board as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairperson of the meeting and his or her ruling in relation to any Director other than himself or herself shall be final and conclusive.
68. Each Director shall be entitled to make full disclosure to the Member appointing him or her of any information relating to the Company.

#### **CHIEF EXECUTIVE**

69. The chief executive may be appointed by the Board for such term, at such remuneration and upon such conditions as the Board may think fit, and any chief executive so appointed may be removed by the board. The chief executive shall not be a Director.

#### **SECRETARY**

70. Subject to the provisions of the Acts, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as the Board may think fit; and any Secretary so appointed may be removed by the Board.

#### **MINUTES**

71. The Board shall cause minutes to be made in books kept for the purpose:
  - 71.1 of all appointments of officers made by the Board; and
  - 71.2 of all proceedings at meetings of the Company, and of the Board, and of committees of the Board, including the names of the Directors present at each such meeting.

#### **THE SEAL**

72. The seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director.

#### **ACCOUNTS**

73. No Member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Board or by ordinary resolution of the Company.

#### **NOTICES**

74. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Board need not be in writing.
75. The Company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at its registered (or in the case of an individual his usual residential or known business address) address or by leaving it at that address. A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to it shall be entitled to have notices given to it at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.

76. A Member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
77. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 24 hours after the envelope containing it was posted.

#### **INDEMNITY**

78. Subject to the provisions of the Acts but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

#### **CONSENT MATTERS**

79. The Members shall procure that none of the following acts shall be carried out without the prior written consent of each Council:
  - 79.1 the alteration or adoption of new memorandum or articles of association (or equivalent documents) of the Company; or
  - 79.2 the taking of steps to wind up or dissolve the Company or the entering into any company voluntary arrangement ;or
  - 79.3 the application for a petition to the Court for an administration order to be made in respect of the Company.