

## MEMORANDUM AND ARTICLES OF ASSOCIATION

### THE COMPANIES ACTS 1985 - 2006 COMPANY LIMITED BY GUARANTEE MEMORANDUM OF ASSOCIATION OF UK ASBESTOS TRAINING ASSOCIATION LIMITED (As amended by special resolution on 25<sup>th</sup> February, 2011)

1. The Company's name is "UK Asbestos Training Association Limited".
2. The Company's registered office is to be situated in England and Wales.
3. The objects for which the Company is established are:
  - 3.1 to establish, set and maintain standards for; and
  - 3.2 to promote industry best practice amongst; asbestos training providers in the United Kingdom including British Crown Dependencies ("the Objects").
4. The Company has power to do anything within the law that may promote or may help to promote the Objects or any of them. In particular (but without limitation) the Company has the following powers:
  - 4.1. to pay out of the Company's funds the costs incurred in forming the Company;
  - 4.2. to acquire or hire property of any kind, and any interests in or rights over property of any kind;
  - 4.3. to acquire the whole or any part of the business or assets of any person, firm, or company carrying on any activity in support of the Objects and to give any form of consideration in return for the business or assets;
  - 4.4. to borrow or raise or secure the payment of money in such manner as the Board shall think fit, to charge the undertaking and all or any of the real and personal property and assets of the Company, present and future, and to become a member of any building society;
  - 4.5. to issue debentures or debenture stock, whether permanent or redeemable or repayable, at par or at a premium or discount, and for such consideration and with and subject to such rights and conditions as the Board may think fit;
  - 4.6. to invest and deal with the Company's money in any manner and to hold or otherwise deal with any investments made;
  - 4.7. to sell, dispose of, let, mortgage, or charge any property of the Company and to grant licences, options, rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company;
  - 4.8. to make grants or loans of money and to give guarantees and indemnities on any terms; and to support and subscribe to any charitable or public object;
  - 4.9. to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which (in the opinion of the Board) is likely to

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- assist or benefit the Company; and to subscribe for or otherwise acquire all or any part of the shares or securities of any such company;
- 4.10. to act as agent or broker or trustee for any person, firm or company, and to undertake and perform any form of contract;
  - 4.11. to reward any person, firm or company rendering services to the Company by cash payment or by any other means;
  - 4.12. to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of the employees of the Company or of any subsidiary, holding company or fellow subsidiary of the Company and of their spouses, children and other relatives and dependants; and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained;
  - 4.13. to pay out of the Company's funds premiums on insurance policies to cover the liability of the Directors which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company: but any such insurance or indemnity must not extend to any claim arising from criminal neglect or deliberate default on their part;
  - 4.14. to amalgamate with or support any other company or undertaking whose objects may (in the opinion of the Board) advantageously be combined with the Objects;
  - 4.15. to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, and to accept anything of value in return;
  - 4.16. to do all or any of the things or matters permitted by this Memorandum of Association in any part of the world, and as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others; and
  - 4.17. to do all such other lawful things as are necessary for the achievement of the Objects.
- 5.
- 5.1 The income and capital of the Company must be applied solely towards the promotion of the Objects.
  - 5.2 A Director is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Company.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be would up while he is a member or within one year after he 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.
8. Expressions defined in the Articles of Association have the same meanings in this Memorandum of Association.

**THE COMPANIES ACT 1985 - 2006**  
**COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION**

**OF**

**UK ASBESTOS TRAINING ASSOCIATION LIMITED**  
**(As adopted by special resolution on 20<sup>th</sup> February, 2009**  
**and amended by special resolution on 25<sup>th</sup> February, 2011)**

**1. INTERPRETATION**

**1.1** In these Articles:

“1985 Act ” means the Companies Act 1985;

“2006 Act” means the Companies Act 2006;

“Acts” means the 1985 Act and the 2006 Act including any statutory modification or re-enactment thereof for the time being in force;

“AGM” means an Annual General Meeting of the Company;

“Articles” means these Articles of Association of the Company;

“the Board” means the board of Directors of the Company, acting collectively;

“clear days” in relation to a period of notice means that period excluding the day on which the notice is given or is deemed to have been given, and the day for which the notice is given or on which it is to take effect;

“Director” means a director of the Company acting individually;

“executed” includes any mode of execution;

“Member” means a member of the Company (who is delivering training only to the standards appropriate to Category at which they have been approved for the membership they hold) . ‘Member’s’ shall only be eligible for Membership at the highest Category of Training they deliver;

“Training for licensable work with asbestos” means training for those working with asbestos which is licensable such as removing asbestos insulation or insulating board, or other such similar wording that means the same in current UK legislation.

“Training for non-licensable asbestos work” means training for those who undertake planned work with asbestos which is not licensable such as a roofer or demolition worker removing a whole asbestos cement sheet in good condition or analytical staff and asbestos surveyors, or other such similar wording that means the same in current UK legislation.

“Asbestos awareness training” means training for those persons who are liable to disturb asbestos while carrying out their normal everyday work, or who may influence how work is carried out, or other such similar wording that means the same in current UK legislation.

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“Category” means the membership status of the Member. Whilst all members have an equal voting status, Members are required to demonstrate different competencies and resources depending upon their category, as detailed by the Rules of Membership. A Member may not undertake training outside of the scope of the category in which they have been admitted to membership, even if they make no reference to their membership when undertaking that training.

‘Categories’ are different levels of membership reflecting the different categories of training and nomenclature identified within the Control of Asbestos Regulations 2006 and include:

“Category C Member” means a member of the Company who has been admitted to membership on the basis that the member delivers training for licensable work with asbestos and may also deliver training for non-licensable asbestos work and asbestos awareness training;

“Category B Member” means a member of the Company who has been admitted to membership on the basis that the member delivers training for non-licensable asbestos work and may also deliver asbestos awareness training, but not training for licensable work with asbestos. A Category B Member that chooses to offer training for licensable work with asbestos must advise the Company in advance of this intention to convert to Category C and undertake the procedures required by the Rules of Membership

“Category A Member” means a member of the Company who has been admitted to membership on the basis that the member delivers asbestos awareness training, but not any form of training for work with asbestos. A Category A Member that chooses to offer training for licensable work with asbestos or training for non-licensable asbestos work must advise the Company in advance of this intention to convert to Category C or B as appropriate and undertake the procedures required by the Rules of Membership;

“Memorandum” means the memorandum of association of the Company;

“Objects” means the objects of the Company as set out in the Memorandum from time to time; and

“Secretary” means the secretary of the Company or any person appointed to perform the duties of the Secretary of the Company including a joint, assistant or deputy secretary and any person appointed to perform the duties of the secretary temporarily or in any particular case.

- 1.2 In these Articles words importing the masculine gender include the feminine and neuter genders and vice versa and words importing the singular number include the plural and vice versa and references to persons shall include bodies corporate unincorporated associations and partnerships.
- 1.3 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Acts but excluding any statutory modification thereof not in force when these regulations become binding on the Company.
- 1.4 Subject to Article 1.3 any reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.
- 1.5 The headings used in these Articles are included for convenience only and shall be ignored in construing the language or meaning of the Articles.

## 2. **Members**

- 2.1 The subscribers to the Memorandum are the first members of the Company.
- 2.2 Membership is open to other individuals or organisations who:
  - 2.2.1 meet the criteria for membership as a Category C Member, Category B Member, or Category A Member as determined by the Directors from time to time;
  - 2.2.2 apply to the Company in the form required by the Directors; and
  - 2.2.3 are approved by the Directors.
- 2.3 The Directors may refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Company to refuse the application.
- 2.4 The Directors must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision.
- 2.5 The Directors must consider any written representations the applicant may make about the decision. The Directors' decision following any written representations must be notified to the applicant in writing but shall be final.
- 2.6 Membership is not transferable to anyone else.
- 2.7 The Directors must keep a register of names and addresses of the Members.
- 2.8 The Directors shall be entitled to charge an annual membership fee as they may determine from time to time at their entire discretion. Such fee shall be chargeable based on the class of membership to which a Member belongs.

## 3. **Classes of Membership**

- 3.1 The Directors may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of Members.
- 3.2 The Directors may not directly or indirectly alter the rights or obligations attached to a class of membership with the exception of the level of annual fees which shall be at the discretion of the Directors in accordance with Article 2.8 above.
- 3.3 The rights attached to a class of membership may be varied only by special resolution:
- 3.4 The provisions in these Articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of Members.

## 4. **TERMINATION OF MEMBERSHIP**

- 4.1 Membership is terminated:
  - 4.1.1 if a Member resigns by giving notice to the Company;
  - 4.1.2 if an individual, upon his death;
  - 4.1.3 if an organisation, it ceases to exist;

- 4.1.4 if any subscription or membership fee due to the Company remains outstanding for more than 30 days and the Directors determine that the Member's membership shall terminate; or
- 4.1.5 if the Member is removed from membership by a resolution of the Directors that it is in the best interests of the Company that his or her membership is terminated or that a Member fails to meet membership criteria set by the Directors. A resolution to remove a Member from membership may only be passed if:
  - 4.1.5.1 the Member has been given at least twenty-one days' notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it is to be proposed; and
  - 4.1.5.2 the Member or, at the option of the Member, the Member's representative has been allowed to make representations to the meeting.
- 4.2 No Member is entitled to any refund of subscription or membership fee on ceasing to be a Member for any reason.
- 5. **GENERAL MEETINGS**
  - 5.1 The Company must hold a general meeting in each year as its AGM, in addition to any other meetings held in that year. The interval between the date of one AGM and the date of the next must not be more than 15 months. The Board will choose the time and place of the AGM. All general meetings of the Company other than AGMs are called Extraordinary General Meetings.
  - 5.2 The Board may call a general meeting at any time; and must call a general meeting if it receives a requisition by the members of the Company in accordance with the Acts.
  - 5.3 An AGM and a meeting called for the passing of a special resolution must be called by at least 21 clear days' notice, and all other general meetings must be called by at least 14 clear days' notice. A meeting of the Company may be called by shorter notice if it is so agreed:
    - 5.3.1 in the case of an AGM, by all the members entitled to attend and vote at that meeting; and
    - 5.3.2 in the case of any other meeting, by members holding at least 95% of the total voting rights at that meeting of all the members.
  - 5.4 The notice must specify the place, date and time of the meeting, and the general nature of all items of the business to be transacted; and must, in the case of an AGM, specify the meeting as an AGM. The text of all special, extraordinary and elective resolutions to be proposed at the meeting must be set out in the notice.
  - 5.5 Notice must be given to the members of the Company, to the Directors, and to the auditors (if any); but if anyone entitled to receive notice does not receive it, this does not invalidate the proceedings at the meeting if the failure to notify was accidental.
- 6. **PROCEEDINGS AT GENERAL MEETINGS**
  - 6.1 No business shall be transacted at any general meeting unless a quorum of members of the Company is present. At General meetings the quorum shall be a minimum of 20 (or 20% of total membership) (whichever is the lesser). of the Company entitled to vote upon the business to be conducted at the meeting present in person or by proxy..
  - 6.2 If a quorum is not present within half an hour after the time set for the meeting, or during a meeting a quorum ceases to be present, the meeting is automatically adjourned to the same day in the next week, at the same time and place, or to another day, time and place decided by the Board.

- 6.3 The Chairman of the Board will preside as Chairman of every general meeting of the Company. If there is no Chairman of the Board, or if he is not present within fifteen minutes after the time appointed set for the meeting, or is unwilling to act, those Directors present at the meeting must elect one of themselves to be Chairman of the meeting.
- 6.4 If at any general meeting no Director is willing to act as Chairman, or if no Director is present within fifteen minutes after the time set for the meeting, the members of the Company present must choose one of themselves to be Chairman of the meeting.
- 6.5 The Chairman may adjourn the meeting with the consent of any quorate meeting (and must if required by a simple majority of the members present at the meeting), but no business may be transacted at any adjourned meeting unless it could properly have been conducted at the meeting had the adjournment not taken place. No notice is required of an adjourned meeting unless the meeting is adjourned for 7 days or more, in which case notice must be given as in the case of the original meeting.
- 6.6 At any general meeting, a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is demanded (before or on the declaration of the result of the show of hands). Subject to the Act, a poll may be demanded:
- 6.6.1 by the Chairman; or
  - 6.6.2 by at least two members of the Company present in person or by proxy; or
  - 6.6.3 by any member or members of the Company present in person or by proxy and representing not less than 10% of the total voting rights of all the members of the Company having the right to vote at the meeting.
- 6.7 Unless a poll is demanded, a declaration by the Chairman that a resolution has been carried or lost on a show of hands, whether unanimously or by a particular majority, and an entry to that effect in the minutes, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 6.8 The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the Chairman. The withdrawal of a demand for a poll does not invalidate the result of a show of hands declared before the demand for the poll is made.
- 6.9 Except as provided in Article 18, if a poll is demanded it may be taken in such manner as the Chairman directs but the Chairman has no authority in exercising this power to extend the poll to members of the Company who are not present at the meeting in question. The result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.
- 6.10 A poll demanded on the election of a Chairman, or on a question of adjournment of a meeting, must be taken immediately. A poll demanded on any other question may be taken at such time as the Chairman directs within 30 days after it has been demanded. If not taken immediately then at least seven days' notice shall be given specifying the time and place at which the poll is to be taken. If there is an interval before the time for closing the poll, the meeting may deal with any business other than the business being determined by poll.

## 7. VOTES OF MEMBERS

- 7.1 Subject to Articles 3, 7.2, 7.7 and 7.9 every Member, whether an individual or an organisation shall have one vote.
- 7.2 No Member shall be entitled to vote at any general meeting or at any adjourned meeting if he or she owes any money to the Company which is more than 30 days overdue.
- 7.3 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.
- 7.4 Any organisation that is a Member may nominate any person to act as its representative at any meeting of the Company.

- 7.5 The organisation must give written notice to the Company of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless such notice has been received by the Company. The nominee may continue to represent the organisation until written notice to the contrary is received by the Company.
- 7.6 Any notice give to the Company will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the nominee has been properly appointed by the organisation.
- 7.7 If there is an equality of votes, whether on a show of hands or on a poll, the person who is chairing the meeting shall have a casting vote in addition to any other vote he or she may have.
- 7.8 A resolution in writing signed by a simple majority of the Members, or in the case of a special resolution by a majority of not less than 75%, (or in the case of a Member that is an organisation, by its authorised representative) who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Member and the requisite number of Members has signed and returned the written resolutions within the period of 28 days beginning with the circulation date. The resolution in writing may comprise several copies each signed by or on behalf of one or more members.
- 7.9 In addition to any other authority required by law the following matters all require to be authorised by at least 75% of the Category C Members:
- 7.9.1 calling of a meeting of the Company (which in these Articles shall include the issue by the Company of a written resolution) for the purpose of winding up the Company; or
  - 7.9.2 the appointment of an administrator; or
  - 7.9.3 calling of a meeting of the Company to remove a director; or
  - 7.9.4 calling of a meeting of the Company for the purpose of amending the Company's Memorandum or amending or adopting new Articles of Association of the Company; or
  - 7.9.5 changing the name of the Company; or
  - 7.9.6 altering any rights attaching to any class of membership of the Company; or
  - 7.9.7 merging, amalgamating or entering into a trading partnerships with any other company or undertaking; or
  - 7.9.8 passing any resolution or engaging in any other matter which represents a substantial change in the nature of the business of the Company or in the manner in which the business is conducted.

## 8. PROXIES AND REPRESENTATIVES

- 8.1 All notices of general meetings of the Company must contain a statement setting out the right of members to appoint a proxy under section 324 of the 2006 Act and the Articles.
- 8.2 In accordance with section 325(1) of the 2006 Act, in every notice calling a meeting of the Company there shall appear with reasonable prominence a statement that:

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- 8.2.1 a member entitled to attend and vote is entitled to appoint one or multiple proxies to attend, speak and vote instead of him;
- 8.2.2 in the event that a member wishes to appoint multiple proxies, the member may not appoint more than one proxy per vote in the Company held by the Member; and
- 8.2.3 a proxy need not also be a Member.

## 9. DIRECTORS

- 9.1 A Director must be a natural person aged 18 years or older. No one may be appointed a Director if:
    - 9.1.1 he or she would be disqualified from acting under the provisions of Article 9.12; or
    - 9.1.2 he or she is not a Member or an officer or employee of a Member.
  - 9.2 The first Directors of the Company are those named in the statement submitted to the registrar of companies on incorporation of the Company. At the first and subsequent AGMs, all the Directors must retire from office with the exception of the Chairman and Deputy Chairman. The Company may appoint a person willing to act to be a Director in accordance with the Articles. Retiring Directors shall be eligible for re-election.
  - 9.3 The Directors of the Company shall appoint one of their number to the office of Chairman, Deputy Chairman, Treasurer and Sub-Committee Chairman..
  - 9.4 No later than the end of each alternate Annual Meeting the Chairman shall retire from the office of Chairman.
  - 9.5 Upon the Chairman ceasing to hold office as such for any reason then the Deputy Chairman shall be appointed the Chairman of the Association without the need for nomination or election with immediate effect and shall be entitled to hold office as such (unless he informs the Board otherwise) for the period until the second Annual Meeting after his appointment as Chairman.
  - 9.6 Each of the Treasurer, Deputy Chairman and/or Chairman shall cease to hold office as such if they cease for any reason to be a member of the Board.
  - 9.7 If at any time the Treasurer or Deputy Chairman cease for any reason to hold office as such then the Board shall be entitled to elect any of its individual members to fill any such vacancy.
  - 9.8 If at any time the Deputy Chairman is unwilling and/or unable to succeed to any office in accordance with these Articles then the Board shall be entitled to elect any of its members to fill any such vacancy.
- Outgoing Chair will hold office of Vice Chairman for 12 months following ceasing to hold the position of Chairman. (In essence therefore the Chair will not need to be re-elected as a Director until the 3<sup>rd</sup> anniversary (AGM) following their initial move into office as Chairman).
- 9.9 The Board shall comprise no more than fifteen (15) Directors. Ten (10) of those Directors shall be Category C members, two (2) of those Directors shall be Category B members and Three (3) Directors shall be Category A members and all shall be elected by all the members
  - 9.10 The Company may by ordinary resolution appoint as a Director a person who is willing to act, either to fill a vacancy or as an additional Director.

- 9.11 The Board may appoint as a Director a person who is willing to act, either to fill a vacancy or as an additional Director. A Director appointed by the Board under this Article will hold office only until the next following AGM. If a Board appointed Director is not re-appointed at that AGM, he will automatically vacate office at the end of the meeting.
- 9.12 A Director will cease to be a Director:
- 9.12.1 if he resigns his directorship by giving notice to the Company;
  - 9.12.2 if he dies, becomes bankrupt, becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs, or is convicted of an indictable offence for which he is sentenced to a term of imprisonment;
  - 9.12.3 if he is removed by a simple majority of the members of the Company, following the procedure laid down in Section 303 of the Act; or
  - 9.12.4 if he ceases to be a Director by virtue of any applicable provision in the Acts or is prohibited by law from being a Director;
  - 9.12.5 if he ceases to be a Member of the Company; or
  - 9.12.6 if he is absent without the permission of the Directors from all their meetings held within a period of six consecutive months and the Directors resolve that his or her office be vacated.
- 9.13 The Board has control over all the affairs and property of the Company, and may exercise all the powers of the Company, except as otherwise provided by the Memorandum and these Articles, subject to Article 9.16 every Director has one vote at a Board meeting.
- 9.14 A Director may call a Board meeting at any time and the Secretary must call a Board meeting if requested to do so by a Director. The Board may convene and regulate its meetings as it thinks fit. Questions arising at any Board meeting will be decided by a majority of votes.
- 9.15 A Board meeting is not valid and no decision may be made unless a quorum is present at the time the decision is purported to be made. The quorum is one Director if there is a sole Director in office, but otherwise is five Directors.
- 9.16 The Chairman of the Board will preside at every Board meeting. If at any Board meeting the Chairman is not present within fifteen minutes after the time set for the start of the meeting, the Directors present must choose one of their number to be Chairman of the meeting. In the case of an equality of votes on any question the Chairman has a second or casting vote.
- 9.17 A technical defect in the appointment of a Director does not invalidate a decision taken at a Board meeting if the Directors present were not aware of the defect at the time of the meeting.
- 9.18 The Board may delegate any of its powers to a managing director and to committees consisting of such Directors, members of the Company and others as it thinks fit: in the exercise of the delegated powers, any managing director or committee must conform to any regulations which may be imposed by the Directors from time to time.
- 9.19 The Board shall be entitled to invite the Asbestos Removal Contractors Association (ARCA), The Thermal Insulation Contractors Association (ACAD) and the National Demolition Training Group (NDTG) to attend board meetings as observers unless they have been elected at an AGM. For the avoidance of doubt no observer shall have the right to vote at any board meeting to which they may have been invited to attend.

- 9.20 The Chairman, at his sole discretion, may require the ARCA, ACAD and NDTG observers to leave the meeting whilst a particular item of business is attended to unless they have been elected at an AGM

## 10. **BENEFITS TO DIRECTORS**

The Directors are entitled to receive such remuneration, expenses, and other benefits as the Board determines.

## 11. **DIRECTORS' CONFLICTS OF INTERESTS**

- 11.1 The Directors may, in accordance with the requirements set out in this Article 11, authorise any matter proposed to them by any Director which would, if not authorised, involve a director breaching his duty under section 175 of the 2006 Act to avoid conflicts of interest (**Conflict**).
- 11.2 Any authorisation under this Article 11 will be effective only if:
- 11.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
  - 11.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and
  - 11.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.
- 11.3 Any authorisation of a matter under this Article 11 may (whether at any time of giving the authority or subsequently):
- 11.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
  - 11.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and
  - 11.3.3 be terminated or varied by the Directors at any time.
- This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.
- 11.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authority or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the Director is under no obligation to:
- 11.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or
  - 11.4.2 use or apply any such information in performing his duties as a Director;
- where to do so would amount to a breach of that confidence.

- 11.5 Where the Directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authority or subsequently) that the Director:
- 11.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
  - 11.5.2 is not given any documents or other information relating to the Conflict; or
  - 11.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.
- 11.6 Where the Directors authorise a Conflict:
- 11.6.1 the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and
  - 11.6.2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the 2006 Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.
- 11.7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
12. **DIRECTORS' DECLARATION OF INTEREST**
- 12.1 A Director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other Directors before the Company enters into the transaction or arrangement in accordance with the Acts.
- 12.2 A Director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other Directors as soon as is reasonably practicable in accordance with the Acts, unless the interest has already been declared under Article 12.1.
- 12.3 Subject, where applicable, to the disclosures required under Article 12.1 and Article 12.2 and to any terms and conditions imposed by the Directors in accordance with Article 11, a Director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.
- 12.4 A Director need not declare an interest under Article 12.1 and Article 12.2 as the case may be:
- 12.4.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
  - 12.4.2 of which the Director is not aware, although for this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware;
  - 12.4.3 if, or to the extent that, the other Directors are already aware of it, and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware; or

- 12.4.4 if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a board meeting.

### 13. MINUTES

The Directors must keep minutes of all:

- 13.1 appointments of officers made by the Directors;
- 13.2 proceedings at meetings of the Company;
- 13.3 meetings of the Directors and committees of Directors including:
- 13.3.1 the names of the Directors present at the meeting;
- 13.3.2 the decisions made at the meetings; and
- 13.3.3 where appropriate the reasons for the decisions.

### 14. NOTICES

- 14.1 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 Directors need not be in writing.
- 14.2 The Company may deliver a notice or other document to a Member:
- 14.2.1 by delivering it by hand to the address recorded for the Member on the register;
- 14.2.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the address recorded for the Member on the register;
- 14.2.3 by fax to a fax number notified by the Member in writing;
- 14.2.4 by electronic mail to an address notified by the Member in writing; or
- 14.2.5 by a website the address of which shall be notified to the Member in writing.
- 14.3 This Article does not affect the provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.
- 14.4 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.
- 14.5 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 forty eight hours after the envelope containing it was posted.
- 14.6 If a notice or document is sent by fax or electronic mail, it is treated as being delivered at the time it was sent.

- 14.7 If a notice or document is sent by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

## 15. INDEMNITY

The Company shall indemnify every Officer of the Company against any liability incurred by him or her in that capacity in successfully defending legal proceedings, whether civil or criminal, in that capacity or in connection with any application in which relief is granted by the court from liability for negligence, default, breach of duty or breach of trust in relation to the Company to the extent permitted by sections 232 to 234 of the 2006 Act.

## 16. RULES

- 16.1 The Directors may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Company.
- 16.2 The bye laws may regulate the following matters but are not restricted to them:
- 16.2.1 the admission of Members of the Company (including the admission of organisations to membership) and the rights and privileges of such Members, and the entrance fees, subscriptions and other fees or payments to be made by Members;
  - 16.2.2 the conduct of Members of the Company in relation to one another, and to the Company's employees;
  - 16.2.3 the procedure at general meetings and meetings of the Directors in so far as such procedure is not regulated by the Acts or by these Articles; and
  - 16.2.4 generally, all such matters as are commonly the subject matter of company rules.
- 16.3 The Company in general meeting has the power to alter, add to or repeal the rules or bye laws.
- 16.4 The Directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of Members.
- 16.5 The rules or bye laws, shall be binding on all Members. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles.

## 17. SECRETARY

The Company must have a Secretary who will be appointed by the Board on whatever terms the Board thinks fit. If there is no Secretary capable of acting, anything required or authorised to be done by or to the Secretary may be done by any Director authorised generally, or specially for that purpose, by the Board.