

**COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**of**

**CRICKET SCOTLAND COUNCIL LIMITED**

**Registered No. SC390910**

**Incorporated in Scotland on 30 December 2010**

**Anderson Strathern LLP  
1 Rutland Court  
Edinburgh  
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**THE COMPANIES ACTS 2006**  
**A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION**  
**of**  
**CRICKET SCOTLAND COUNCIL LIMITED**  
**(the "Company")**

**PART 1**

**INTERPRETATION, LIMITATION OF LIABILITY AND OBJECTS**

**1. Interpretation**

In these Articles:

<b>the "2006 Act"</b>	means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
<b>"AGM"</b>	means annual general meeting;
<b>the "Articles"</b>	means the articles of association of the Company as originally adopted or as altered from time to time;
<b>"clear days"</b>	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;
<b>"executed"</b>	includes any mode of execution;
<b>"bankruptcy"</b>	includes individual insolvency proceedings in a jurisdiction other than Scotland which have an effect similar to that of bankruptcy;
<b>"Chair"</b>	means the director referred to as such in article 20;
<b>"chair of the meeting"</b>	has the meaning given in article 36;
<b>"Chief Executive Officer"</b>	means the director referred to as such in article 20;

<b>"director"</b>	means a director of the Company, and includes any person occupying the position of director, by whatever name called;
<b>"document"</b>	includes, unless otherwise specified, any document sent or supplied in electronic form;
<b>"electronic form"</b>	has the meaning given in section 1168 of the 2006 Act;
<b>"Interested Director"</b>	has the meaning given in article 17(1);
<b>"member"</b>	means those persons admitted to the categories of membership in terms of article 24;
<b>"ordinary resolution"</b>	has the meaning given in section 282 of the 2006 Act;
<b>"participate"</b>	in relation to a directors' meeting, has the meaning given in article 12;
<b>"Past President"</b>	means the director specified as such in article 20.2.3
<b>"President"</b>	means the director specified as such in article 20.2.1;
<b>"President-Elect"</b>	means the person specified as such in Article 20.2.2;
<b>"proxy notice"</b>	has the meaning given in article 42;
<b>"Secretary"</b>	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;
<b>"special resolution"</b>	has the meaning given in section 283 of the 2006 Act;
<b>"Subsidiary"</b>	means Cricket Scotland Limited (SC211761)
<b>"subsidiary"</b>	has the meaning given in section 1159 of the 2006 Act;
<b>"writing"</b>	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; and
<b>"Youth Director"</b>	means the director appointed in accordance with 20.1(x).

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the 2006 Act as in force when these Articles become binding on the Company.

## **2. Objects**

2.1 The Company's objects are:

- (a) to act as the voice of cricket in Scotland and promote, encourage and extend the game of cricket throughout Scotland;
- (b) to approve the strategic aims and objectives of the game of cricket in Scotland and to oversee their implementation; and
- (c) to do all such other things as are incidental to or the directors may think conducive to the attainment of all or any of the above objects.

2.2 The directors of the Company may delegate to the Subsidiary or to another subsidiary operational and other matters to further the objects in clause 2.1, subject to the power of the Company pursuant to clause 5.

## **3. Liability of Members**

Without prejudice to the liability of each member to pay the subscriptions which have fallen due by such member, 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 such member is a member or within one year after the member ceases to be a member for:

- (a) payment of the Company's debts and liabilities contracted before he or she ceases to be a member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

## **PART 2**

### **DIRECTORS**

#### **DIRECTORS POWERS AND RESPONSIBILITIES**

## **4. Directors' general authorisation**

Subject to the Articles, the directors are responsible for the management of the company's business for which purpose they may exercise all the powers of the company.

## **5. Members' reserve power**

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

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

## **6. Directors may delegate**

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

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;

as they think fit.

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

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

## **7. Committees**

7.1 The directors shall establish the following standing committees:-

7.1.1 Audit Committee

7.2.2 Risk Committee

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

7.3 The directors may make rules of procedure for all or any committees which prevail over rules derived from the Articles if they are not consistent with them.

7.4 The members of the Audit Committee and the Risk Committee will comprise members from both the board of directors of the Company and the board of directors of the Subsidiary.

## **8. Codes and Regulations**

The directors are empowered to adopt as applicable any policies, codes, rules and procedures approved by the Board of the Subsidiary from time to time whether in respect of discipline, selection, ethics, procedure or otherwise

## DECISION-MAKING BY DIRECTORS

### **9. Directors to take decisions collectively**

9.1 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 10.

### **10. Unanimous decisions**

10.1 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.

10.2 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 .

10.3 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.

10.4 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.

### **11. Calling a directors' meeting**

11.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

11.2 Notice of any directors' meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

11.3 Notice of a directors' meeting must be given to each director, but need not be in writing,

11.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

## **12. Participation in directors' meetings**

- 12.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:-
- (a) the meeting has been called and takes place in accordance with the Articles;
  - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 12.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 12.3 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.

## **13. Quorum for directors' meetings**

- 13.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 13.2 The quorum for directors' meetings shall be at least a majority of the directors in office as at the date of the meeting.
- 13.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- (a) to appoint further directors; or
  - (b) to call a general meeting so as to enable the members to appoint further directors.

## **14. Chairing of directors' meetings**

- 14.1 The President shall chair meetings of the directors.
- 14.2 If the President is not participating in a directors' meeting within ten minutes of the time at which it was to start, the Past President or President Elect as the case may be shall chair the meeting, which failing the participating directors must appoint one of themselves to chair it.

## **15. Casting vote**

- 15.1 If the numbers of votes for and against a proposal are equal, the President, or other director chairing the meeting shall have a casting vote.
- 15.2 But Article 15.1 does not apply if, in accordance with the Articles, the President or other director is not to be counted as participating in the decision making process for quorum or voting purpose. .

## 16. Transactions or other arrangements with the Company

- 16.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the 2006 Act and provided he or she has declared the nature and extent of his or her interest in accordance with the requirements of the 2006 Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 16.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
  - 16.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he or she is interested;
  - 16.1.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he or she is interested;
  - 16.1.4 may act by himself or herself or his or her firm in a professional capacity for the Company (otherwise than as auditor) and he or she or his or her firm shall be entitled to remuneration for professional services as if he or she were not a director;
  - 16.1.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
  - 16.1.6 shall not, save as he or she may otherwise agree, be accountable to the Company for any benefit which he or she (or a person connected with him or her (as defined in section 252 of the 2006 Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his or her duty under section 176 of the 2006 Act.

## 17. Directors' conflicts of interest

- 17.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his or her duty under section 175 of the 2006 Act to avoid conflicts of interest (**Conflict**).
- 17.2 Any authorisation under this article 17 will be effective only if:
- 17.2.1 the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles;



- 17.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
  - 17.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 17.3 Any authorisation of a Conflict under this article 17 may (whether at the time of giving the authorisation or subsequently):
- 17.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - 17.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
  - 17.3.3 provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors to vote in relation to any resolution related to the Conflict;
  - 17.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
  - 17.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he or she will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
  - 17.3.6 permit the Interested Director to absent himself or herself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 17.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself or herself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 17.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 17.6 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 or

shederives 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.

#### **18. Records of decisions to be kept**

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

#### **19. Directors' discretion to make further rules**

Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

### **APPOINTMENT OF DIRECTORS**

#### **20. Methods of appointing directors**

20.1 The directors of the Company shall comprise:-

- (i) the President;
- (ii) the Chair of the Subsidiary;
- (iii) the Chief Executive Officer of the Subsidiary;
- (iv) the President Elect or the Past President depending on who is in office at any particular time;
- (v) a representative of each regional association (currently Western District Cricket Union, East of Scotland Cricket Association, North of Scotland Cricket Association, Strathmore and Perthshire Cricket Union and North East Scotland Cricket SCIO), which representative shall be nominated by the committee of the relevant regional association. Unless determined otherwise by the directors (in their sole discretion), that nominee shall be a member of one of the clubs which form that association. While normally such a nominee would serve a four year term as a director of the Company, the committee of an association may, in exceptional circumstances, replace their nominee for the remainder of his or her term;
- (vi) a female representative elected by the clubs who compete within the league structure for women's cricket in Scotland;
- (vii) a nominee of the Scottish Cricketers Association. Such a nominee shall not have, in the previous three years, played any of the following: international or "A" team or academy cricket for Scotland, regional cricket in Scotland or elite level cricket anywhere in the world ("elite" to be determined by the Board);
- (viii) the chair of the Cricket Scotland Match Officials Association, the date of appointment of the first chair being at the discretion of the directors;
- (ix) a nominee from the eleven junior development groups in Scotland, nominated in accordance with a process to be determined by the directors;

- (x) a current cricket player aged between 17 to 21, at the discretion of and as selected by the directors; and
- (xi) three directors elected by the members.

20.2 In relation to the appointment of directors:

- 20.2.1 The President shall be elected at an AGM and shall hold office until the AGM held in the second succeeding year. In normal course the President should have served as President-Elect;
- 20.2.2 The President-Elect shall be elected at the AGM occurring after the AGM at which the President is elected such that the President-Elect should hold office for one year prior to the election of the succeeding President and the President-Elect should hold office for one year only until the AGM held in that year;
- 20.2.3 Following office as president the President will serve as Past President for one year until the AGM held in the year following the end of his or her term of office as President;
- 20.2.4 The appointment of the Chair shall require to be ratified at the AGM of the Company following his or her appointment;
- 20.2.5 The Chief Executive Officer will be a director of the Company during such time as such person is the Chief Executive Officer;
- 20.2.6 The Youth Director shall hold office for two years until the AGM held in that year;
- 20.2.7 In the event that the members fail to elect three directors pursuant to article 20.1(xi), the directors shall be entitled to appoint directors to fill those vacancies. Those directors appointed under this article 20.2.7, shall be entitled to serve office in accordance with article 20.2.12.
- 20.2.8 In the event of a vacancy arising during a director's term of office, whether by death, resignation or operation of law the directors may appoint another person to hold office for the remaining part of the former director's term;
- 20.2.9 The directors may from time to time vary the length of terms of persons appointed as a director to ensure a proper phased cycle of new directors to be appointed. Notice of such variations will be given prior to the relevant election taking place;
- 20.2.10 All persons standing for election as a director or as President-Elect at an AGM must be nominated by written notice signed by a director or the secretary of two Full Members, one proposing and one seconding the nominations, sent to the Secretary and must submit a curriculum vitae (one sheet of no more than 350 words) and all nominees must consent to publication thereof on the Company's website for a

suitable period prior to the election. The notice must be received by the Secretary 28 days prior to the Annual General Meeting at which the relevant election is to be held;

20.2.11 The directors may approve processes for election from time to time subject to compliance with the foregoing provisions of this article.

20.2.12 Each director (other than the Chief Executive Officer, the President, President-Elect, Past President and the Youth Director) shall serve no more than two consecutive terms of four years each unless the directors decide otherwise in exceptional circumstances and for a specific period.

## **21. Termination of director's appointment**

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

- (a) that person ceases to be a director by virtue of any provision of the 2006 Act or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;
- (g) There is a vote of not less than 75% of the directors to remove a director by reason of his or her suitability to hold such office.

21.2 Notwithstanding the generality of the foregoing, in the event that a director appointed in accordance with article 20.1(vii) above begins to play cricket at the levels referred to therein, the Board (at its own discretion) may remove such director and request that the Scottish Cricketers Association nominates a replacement who meets the required criteria.

## **22. Directors' remuneration**

- 22.1 Directors may undertake any services for the company that the directors decide.
- 22.2 A director who is a salaried employee of the Company is entitled to such remuneration as the directors determine:
- (a) for their services to the company as directors; and
  - (b) for any other service which they undertake for the company.
- 22.3 Subject to the Articles, a director's remuneration may:
- (a) take any form; and
  - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 22.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 22.5 Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested

## **23. Directors' expenses**

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

- (a) meetings of directors or committees of directors;
- (b) general meetings; or
- (c) separate meetings of the holders of debentures of the company,

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

## **PART 3**

### **MEMBERS BECOMING AND CEASING TO BE A MEMBER**

## **24. Members**

The members of the Company at the date of adoption of these Articles and such others as are admitted to membership in accordance with the Articles shall be members of the Company. The categories of membership shall be:

- (a) Full Members – comprising Scottish Cricket Clubs, Scottish Cricket Districts and Scottish Leagues and Associations.
  - (b) Personal Members (including Life Members) – comprising persons who are supportive of cricket in Scotland;
  - (c) Honorary Members – comprising persons who are Past Presidents of the Company or its predecessor as the governing body of cricket in Scotland and any past player or person of distinction whom the directors wish to honour with such membership, temporary or permanent.
  - (d) Such other category or categories as the Company may from time to time determine.
  - (e) Such other category or categories of non-voting members as the directors may from time to time determine
- 25.** No person shall become a member of the Company in terms of article 24 unless that person has completed an application for membership in a form approved by the directors and the directors have approved the application of such person. With effect from the date of adoption of these Articles, no person shall be admitted as a Personal Member of the Company.
- 26.** A member may at any time withdraw from the Company by giving at least seven clear days' notice to the Company, Membership shall not be transferable and shall cease on death.
- 27.** The directors may also at their discretion resolve to terminate the membership of any member if they believe it to be in the best interests of the Company by reason of some act or omission of the member. Notice of the intention to pass such a resolution shall be given by the Secretary to the member who shall be entitled to be heard in his own defence by the directors or a committee of the directors before such resolution is carried into effect.
- 28.** Each member (except Life Members and Honorary Members) shall pay an annual subscription to the Company of such amount as may be determined at an Annual General Meeting and the rate may vary by whatever categorisation the Annual General Meeting approve. The annual subscriptions shall be fixed at the Annual General Meeting and shall be due no later than the 30 April immediately following.
- 29.** In the event that a member's subscription is unpaid at 30 April the member shall not be entitled to vote until the subscription is paid in full and it shall be in the option of the directors to resolve to terminate the member's membership of the Company on 14 days' written notice.

30. In the event that the Company has a deficiency of resources the directors may impose a levy on each member which levy may vary in amount depending on the category of members.

## ORGANISATION OF GENERAL MEETINGS

### 31. General meetings

Other than in exceptional circumstances as determined by the directors, the Company shall in each calendar year hold a general meeting as its AGM in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one AGM of the Company and that of the next. Provided that so long as the Company holds its first AGM within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The AGM in each year shall be held at such time and place as the directors shall determine including by means of electronic facility or facilities. All meetings other than AGMs shall be called general meetings.

32. The directors may call general meetings and, on the requisition of members pursuant to the provisions of the 2006 Act, shall forthwith proceed to convene a general meeting in accordance with the 2006 Act. The directors may make whatever arrangements they consider fit to allow those entitled to do so to attend and participate in any general meeting. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the Company may call a general meeting.

33. A preliminary notice of all resolutions to be proposed by those calling a general meeting must be given to members 28 days prior to the meeting. Members will have 10 days from the date of sending of the preliminary notice to intimate to the Secretary any amendments thereto. The final notice calling the meeting with all resolutions, amendments and notice of other business shall be sent out with 14 clear days' notice prior to the general meeting

### 34. Attendance and speaking at general meetings

34.1 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

34.2 A person is able to exercise the right to vote at a general meeting when:

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

- 34.3 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.
- 34.4 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.
- 34.5 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.

### **35. Quorum for general meetings**

No business is to be transacted at a general meeting if the persons attending it do not constitute a quorum. The quorum for an AGM shall be 10% of those Full Members entitled to attend and vote at the meeting; and the quorum for any other general meeting shall be 10 Full Members entitled to attend and vote at the meeting. Each Full Member shall be entitled to send two delegates to a general meeting but only one may be designated the voting delegate and be counted towards the quorum.

### **36. Chairing general meetings**

- 36.1 The President shall chair general meetings if present and willing to do so.
- 36.2 If the President is unable or unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- (a) the directors present; or
  - (b) (if no directors are present), the meeting,
- must appoint a director or member to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.
- 36.3 The person chairing a meeting in accordance with this article is referred to as "the chair of the meeting"

### **37. Attendance and speaking by directors and non-members**

- 37.1 Directors may attend and speak at general meetings, whether or not they are members.
- 37.2 The chair of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.

### **38. Adjournment**

- 38.1 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 during a



meeting a quorum ceases to be present, the chair of the meeting must adjourn it.

- 38.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment; or
  - (b) it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 38.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 38.4 When adjourning a general meeting, the chair of the meeting must:
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 38.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) to the same persons to whom notice of the company's general meetings is required to be given; and
  - (b) containing the same information which such notice is required to contain.
- 38.6 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.

#### VOTING AT GENERAL MEETINGS

### **39. Voting: general**

- 39.1 Each Full Member shall be entitled to one vote and Personal Members and Honorary Members shall have no vote but shall be entitled to attend and speak at general meetings. In the event that other categories of member are created pursuant to article 24(e) they shall have no vote.
- 39.2 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 39.3 At a general meeting held by means of electronic facility or facilities, votes shall be cast on resolutions by such means as the directors, in their sole

discretion, deem appropriate for the purposes of the meeting.

#### **40. Errors and disputes**

- 40.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 40.2 Any such objection must be referred to the chair of the meeting whose decision is final.

#### **41. Poll votes**

- 41.1 A poll on a resolution may be demanded:
  - (a) in advance of the general meeting where it is to be put to the vote; or
  - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 41.2 A poll may be demanded by:
  - (a) the chair of the meeting;
  - (b) the directors;
  - (c) two or more persons having the right to vote on the resolution; or
  - (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 41.3 A demand for a poll may be withdrawn if:
  - (a) the poll has not yet been taken; and
  - (b) the chair of the meeting consents to the withdrawal.
- 41.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

#### **42. Content of proxy notices**

- 42.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
  - (a) states the name and address of the member appointing the proxy;
  - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 42.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 42.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 42.4 Unless a proxy notice indicates otherwise, it must be treated as:
  - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

#### **43. Delivery of proxy notices**

- 43.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- 43.2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 43.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

#### **44. Amendments to resolutions**

- 44.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
  - (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
  - (b) the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 44.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

- (a) the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 44.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

## **PART 4**

### **ADMINISTRATIVE ARRANGEMENTS**

#### **45. Means of communication to be used**

- 45.1 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 2006 Act 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.
- 45.2 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.
- 45.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

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

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

#### **47. Provision for employees on cessation of business**

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

### **DIRECTORS' INDEMNITY AND INSURANCE**

#### **48. Indemnity**

- 48.1 Subject to paragraph (2), a relevant director of the Company or an associated company may be indemnified out of the company's assets against:

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
  - (b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the 2006 Act);
  - (c) any other liability incurred by that director as an officer of the Company or an associated company.
- 48.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the 2006 Act or by any other provision of law.
- 48.3 In this article:
- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
  - (b) a "relevant director" means any director or former director of the Company or an associated company.

#### **49. Insurance**

- 49.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.
- 49.2 In this article:
- (a) a "relevant director" means any director or former director of the Company or an associated company;
  - (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
  - (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.