

Company Number:

The Companies Act 2006

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

ARTICLES OF ASSOCIATION

OF:

**FORENINGEN KONGERIGET DANMARK &
DET FORENEDE KONGERIGE, THE
DANISH CLUB, THE DANISH-UK
ASSOCIATION**

Incorporated on the day of 2017

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

**FORENINGEN KONGERIGET DANMARK & DET FORENEDE
KONGERIGE, THE DANISH CLUB, DANISH-UK ASSOCIATION
(the “Company”)**

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Annual General Meeting: has the meaning given in *article 9.1*;

Appointor: has the meaning given in article 15(1);

Articles: means the Company's articles of association for the time being in force;

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

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

chairperson: means the chairperson of the Company elected in accordance with these Articles;

Conflict: means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

director: means a director of the Company and includes any person occupying the position of director, by whatever name called;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

Extraordinary General Meetings: has the meaning given in *article 9.2*;

electronic form: has the meaning given in section 1168 of the Act;

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 11, any director whose vote is not to be counted in respect of the particular matter);

Interested Director: has the meaning given in *article 21.1*;

Member: means a person whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly; and

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles;

ordinary resolution: has the meaning given in section 282 of the Act;

participate: in relation to a directors' meeting, has the meaning given in Model Article 10;

proxy notice: has the meaning given in Model Article 31;

Rules: means the rules issued by the directors in accordance with Article 27 of these Articles.

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

special resolution: has the meaning given in section 283 of the Act;

subsidiary: has the meaning given in section 1159 of the Act;

writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 The following Model Articles shall not apply to the Company:
 - (a) 1 (Defined terms);
 - (b) 2 (Liability of Members);
 - (c) 9(1) and (3) (Calling a directors' meeting);
 - (d) 11(2) and (3) (Quorum for directors' meeting);
 - (e) 12 (Chairing of directors' meetings)

- (f) 13 (Casting vote);
- (g) 14 (1), (2), (3) and (4) (Conflicts of interest);
- (h) 17(2) (Methods of appointing directors);
- (i) 21 (Applications for membership);
- (j) 22 (Termination of membership);
- (k) 30(2) (Poll votes);
- (l) 31(1)(d) (Content of proxy notices);
- (m) 35 (Company seals);
- (n) 38 (Indemnity);
- (o) 39 (Insurance).

1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".

1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:

- (a) the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
- (b) the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

1.11 Model Article 20 shall be amended by the insertion of the words "and the secretary" before the words "properly incur".

2. OBJECTS

The objects for which the Company is established are

- (1) to unite the forces, tradition and heritage of The Danish Club founded in 1863 and The Danish-UK Chamber of Commerce Incorporated in 1989 in one joint mission to further the culture, trade, commerce and friendship between Denmark and the United Kingdom;
- (2) to undertake the provision of club premises in London;
- (3) to maintain and strengthen the offering of social, cultural and trade activities and other advantages and benefits usually associated with a club and association of a non-political nature;

- (4) to support, assist and undertake the administration of certain charitable causes as deemed appropriate by the directors from time to time;
- (5) to promote, support, assist or undertake functions, meetings and other events to provide a forum for discussions and deliberations concerning the culture, trade, commerce and friendship between Denmark and the United Kingdom and other matters of interest to the Danish-British community.

3. POWERS

In pursuance of the objects set out in article 2, the Company has the power to:

- (a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- (b) publish online and/or distribute in hard copy, electronically or in any other media newspapers, journals, magazines, books and other literary work as may be thought fit;
- (c) borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- (d) invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- (e) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, trade and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- (f) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- (g) enter into contracts to provide services to or on behalf of other bodies;
- (h) provide and assist in the provision of money, materials or other help;

- (i) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments; and
- (j) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2;

Provided that

- (i) The Company shall not support with its funds any object, or seek to impose on or procure to be observed by its members or others any regulation, restriction or condition which if it were an object of the Company would make it a Trade Union; and
- (ii) The income of property of the Company, when so ever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in these articles, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Company.

4. INCOME

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:
 - (a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
 - (b) any interest on money lent by any Member or any director at a reasonable and proper rate;
 - (c) reasonable and proper rent for premises demised or let by any Member or director; or
 - (d) reasonable out-of-pocket expenses properly incurred by any director.

5. WINDING UP

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company, and which prohibit the distribution of its or their income and property among its members to an extent at least as great as imposed on

the Company under or by the virtue of Article 4 hereof. Such body to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the directors at or before the time of winding up or dissolution, and if and so far as effect cannot be given to such provision, then to some charitable objects.

6. GUARANTEE

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 he/she is a Member or within one year after he/she ceases to be a Member, for

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

MEMBERS: BECOMING AND CEASING TO BE A MEMBER

7. MEMBERSHIP

7.1 The subscribers to the Memorandum of Association of the Company, persons elected as honorary members for their long and distinguished service to Danish-UK relations and such other persons who are admitted to Membership in accordance with these Articles shall be Members of the Company.

7.2 The Company shall admit to Membership an individual or organisation which:

- (a) applies to the Company using the application process approved by the directors; and
- (b) is approved by the directors.

A letter or other communication shall be sent to each successful applicant confirming their Membership of the Company and the details of each successful applicant shall be entered into the Register of Members by the secretary.

7.3 A Member must have an interest in furthering the objects of the Company set out in Article 2.

7.4 The directors may prescribe other criteria for Membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Members.

- 7.5 The directors may at their absolute discretion decline to accept any application for Membership and need not give reasons for doing so.
- 7.6 All Members, other than honorary members, must pay to the Company a subscription fee first time on becoming a Member and thereafter annually at the request of the directors of an amount to be decided by the directors from time to time.
- 7.7 The directors may establish different categories of Members and set out the different rights, obligations and subscription fees payable for each membership category, with such rights and obligations set out in the Rules and recorded in the Register of Members.
- 7.8 A Member may withdraw from Membership of the Company by giving 7 days' notice to the Company in writing and any person ceasing to be a Member shall be removed from the Register of Members.
- 7.9 A Membership is not transferable and shall cease automatically if a Member dies or become bankrupt (if an individual) or goes into receivership, administration, liquidation or other arrangement for winding up a company (if a company).

8. EXPULSION OF MEMBER

- 8.1 The directors may terminate the Membership of any Member without his consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:
- (a) is guilty of conduct which has or is likely to have a serious, adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or
 - (b) has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
 - (c) has failed to observe the terms of these Articles and the Rules.

Following such termination, the Member shall be removed from the Register of Members.

- 8.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the Membership of a Member.

- 8.3 A Member whose Membership is terminated under this Article shall remain liable to pay to the Company any subscription or other sum owed by him, and shall be entitled to a refund of any subscription or Membership fee in the discretion of the directors.

DECISION MAKING BY MEMBERS

9. GENERAL MEETINGS

- 9.1 The Company shall hold a general meeting every calendar year as its Annual General Meeting at such time between 1st March and 31st May and place as may be determined by the directors.
- 9.2 Any general meetings, other than Annual General Meetings shall be called Extraordinary General Meetings.
- 9.3 The directors may call a general meeting at their discretion provided that they shall on the requisition of members pursuant to the provisions of the Act forthwith proceed to convene an Extraordinary General Meeting for a date not later than four weeks after receipt of the requisition.

10. NOTICE OF GENERAL MEETINGS

- 10.1 An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution appointing a person as a director shall be called by at least twenty-one clear days' notice.
- 10.2 Subject to Article 10.1 all other Extraordinary General Meetings shall be called with at least fourteen clear days' notice provided that a general meeting may be called by shorter notice if it is so agreed in accordance with the Act.
- 10.3 The notice shall specify the time and place of the general meeting, the general nature of the business to be transacted and whether it is an Annual General Meeting or an Extraordinary General Meeting.
- 10.4 The agenda for an Annual General Meeting shall include:
- (a) the chairperson's report on the Company's activities during the past financial year;
 - (b) the submission of the accounts for the last financial year duly audited by the Company's chartered accountant;
 - (c) election of chairperson;
 - (d) election of directors to the vacant seats on the board of directors;

- (e) election of the auditor;
- (f) Miscellaneous.

10.5 The notice shall be given to all the Members, the directors and the auditors of the Company.

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

11. PROCEEDINGS AT GENERAL MEETINGS

11.1 The quorum for the transaction of business at a general meeting is any four persons eligible to vote upon the business to be transacted, each being a Member or a proxyholder or other duly authorised representative of a Member.

11.2 If the Company has appointed a chairperson of the board of directors, the chairperson shall chair general meetings if present and willing to do so, but if the chairperson is not present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to chair, the directors present shall elect one of their number to be chairperson, and if there is only one director present, he shall be chairperson. If no appointment is made pursuant to the foregoing sentence the Members present and entitled to vote shall choose one of their number to be chairperson at such general meeting.

11.3 A corporate Member may be represented at any meeting of the Company by a director who shall have ex officio vested in him all the powers of a member.

12. VOTES OF MEMBERS

12.1 Subject to the Act, at any general meeting:

- (a) every Member who is present in person (or by proxy) shall on a show of hands have one vote; and
- (b) every Member who is present in person (or by proxy) shall on a poll have one vote.

12.2 In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson shall be entitled to a casting vote in addition to any other vote he/she may have.

- 12.3 Unless a poll is duly demanded, a declaration by the chairperson 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.

13. POLL VOTES

- 13.1 A poll on a resolution may be demanded at any general meeting:
- (a) by the chairperson, or
 - (b) by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

and a demand by a person as proxy for a Member shall be the same as a demand by the Member.

- 13.2 Model Article 30(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.
- 13.3 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairperson 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.
- 13.4 A poll shall be taken as and when the chairperson directs and he/she may appoint scrutinisers (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.
- 13.5 A poll demanded on the election of a chairperson 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 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 whether 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.

- 13.6 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.

14. PROXIES

- 14.1 Model Article 31(1)(d) shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 14.2 Model Article 31(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, at their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.
- 14.3 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 or 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.
- 14.4 An instrument appointing a proxy may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative.

DIRECTORS

15. NUMBER OF DIRECTORS

- 15.1 Unless otherwise determined by ordinary resolution in general meeting, the number of directors shall be not less than 6 but not more than 12.
- 15.2 Save as herein provided:

- (a) every year one third of the directors for the time being, or if their number is not three or a multiple of three, then the number nearest one-third shall retire from the office.
- (b) the directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became directors on the same day those to retire shall, unless they otherwise agree among themselves, be determined.
- (c) a retiring director shall be eligible for re-election.
- (d) no person other than a director retiring at the meeting shall, unless recommended by the directors, be eligible for election to the office of director at any general meeting. Notwithstanding the preceding sentence, any other director shall be eligible for election to the office of director if not less than three nor more than twenty-one days before the date appointed for the meeting there shall have been left at the office of the Company a notice in writing, signed by three members of the Company duly qualified to attend and vote at the meeting for which such notice is given of their intention to propose such person for election, and also a notice in writing signed by that person of his willingness to be elected.
- (e) The Company may from time to time by special resolution increase or reduce the number of directors and may also determine in what rotation the increased or reduced number is to go out of office.
- (f) The election of directors shall be by means of an ordinary resolution when there are more candidates than vacancies. Such election shall be by secret ballot and each Member shall have as many votes as there are vacancies and shall allocate one vote only each of their chosen candidates. The directors shall scrutinise (who need not be a member) as he sees fit not being less than two in number. In case of a tie between two candidates the matter shall be decided on a show of hands.

Otherwise a further secret ballot shall be held in the above manner for any unfilled vacancies.

- 15.3 The directors shall have power from time to time and at any time to appoint any other persons to be directors but so that the total number of directors shall not at any time exceed the maximum number, fixed as above, and so that no such appointment shall be effective unless two-thirds of the directors are in the United Kingdom.

16. POWERS OF THE DIRECTORS

- 16.1 The business of the Company shall be managed by the directors who may pay all such expenses of (including those preliminary and incidental to) the

promotion, formation, establishment and registration of the Company and do on behalf of the Company all such acts as may be exercised and done by the directors, and as are not by statute or by these Articles required to be exercised or done by the directors in general meeting, subject nevertheless to any regulations of these Articles to the provisions of the statutes for the time being in force and affecting the directors and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the directors in general meeting, but no regulation made by the directors in general meeting shall invalidate any prior act of the directors which would have been valid if such regulations had not been made.

- 16.2 The directors may act notwithstanding any vacancy in their body, provided always that in case the directors shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these Articles it shall be lawful for them to act as the Board for the purpose of admitting persons to membership of the Company taking up vacancies in their body, or of summoning a general meeting, but not for any other purpose.

17. CALLING A DIRECTORS' MEETING

- 17.1 Any director may call a directors' meeting by giving not less than 5 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the secretary (if any) to give such notice.
- 17.2 Notice of a directors' meeting shall be given to each director in writing.

18. QUORUM FOR DIRECTORS' MEETINGS

- 18.1 Subject to *article 18.2*, the quorum for the transaction of business at a meeting of directors is any 5 Eligible Directors.
- 18.2 For the purposes of any meeting (or part of a meeting) held pursuant to *article 21* to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 18.3 If the total number of directors in office 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.

19. CASTING VOTE

- 19.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairperson or other director chairing the meeting has a casting vote.
- 19.2 Article 19.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairperson or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

20. PROCEEDINGS OF THE DIRECTORS

- 20.1 The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business.
- 20.2 The Members shall at each Annual General Meeting elect a chairperson who shall be entitled to chair at all meetings of the directors at which he/she shall be present, or if at any meeting the chairperson be not present within five minutes after the time appointed for holding the meeting and willing to chair the meeting, the directors present shall choose one of their number to chair the meeting.
- 20.3 A meeting of the directors at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the directors generally.
- 20.4 The directors may at any time revoke such delegated executive authority.
- 20.5 All acts done in good faith by any meeting of the directors or of any committee of the directors or by any person acting as a director shall, notwithstanding that it be discovered afterwards that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a director.
- 20.6 The directors shall cause proper minutes to be made of all appointments of officers made by the directors and of the proceedings of all meetings of the Company and of the directors and of committees of the directors, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the chairperson of such meeting or by the

chairperson of the next succeeding meeting shall be sufficient evidence without any further proof of the facts therein stated.

21. DIRECTORS' CONFLICTS OF INTEREST

21.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty to avoid conflicts of interest under section 175 of the Act.

21.2 Any authorisation under this *article 21* shall be effective only if:

- (a) to the extent permitted by the Act, 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 [or in such other manner as the directors may determine];
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) 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.

21.3 Any authorisation of a Conflict under this *article 21* may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) 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;
- (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- (e) 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 shall 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

- (f) permit the Interested Director to absent himself 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.

21.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.

21.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

21.6 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 derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles 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.

21.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) 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;
- (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- (c) 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 existing or proposed transaction or arrangement in which he is interested;
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be

entitled to remuneration for professional services as if he were not a director;

- (e) 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
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such 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 duty under section 176 of the Act.

22. SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

23. THE SEAL

The seal of the directors shall not be affixed to any instrument except by the authority of a resolution of the directors and in the presence of at least two directors and of the secretary and the said directors and secretary shall sign every instrument to which the seal shall be so affixed in their presence and in favour of any purchaser or other person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

ADMINISTRATIVE ARRANGEMENTS

24. ACCOUNTS

- 24.1 The directors shall cause accounting records to be kept in accordance with the Act.
- 24.2 The accounting records shall be kept at the registered office or, subject to the Act, at such other place or places as the directors shall think fit, and shall always be open to the inspection of the directors.

24.3 The directors shall from time to time determine whether and to what extent and at what time and places and under what conditions, the accounts and books of the Company or any of them shall be open to the inspection of members not being directors and no member (not being a director) shall have any right of inspecting any account or book or document except as conferred by statute or authorised by the Members by ordinary resolution at a general meeting.

24.4 At the Annual General Meeting in every year the directors shall lay before the Company a proper income and expenditure account for the period since the last preceding account (or in the case of the first account, since the incorporation of the Company) made up to a date not more than six months before such meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the directors and the auditors, and copies of such accounts, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-one days before the date of the meeting, subject nevertheless to the provisions of the Act, be sent to the auditors and to all other persons entitled to receive notices of general meetings in the manner in which notices are hereinafter directed to be served. The auditors' report shall be read before the Company in general meeting and shall be open to inspection as required by the Act.

25. AUDIT

25.1 Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.

25.2 Auditors shall be appointed and their duties regulated in accordance with the Act, the members of the Board being treated as directors mentioned therein.

26. MEANS OF COMMUNICATION TO BE USED

26.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending

and the sending party receives a confirmation of delivery from the courier service provider)];

- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by e-mail or other electronic means, one hour after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

26.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

27. RULES

The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes and categories of Members, Membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

28. INDEMNITY AND INSURANCE

28.1 Subject to *article 28.2*, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them, including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court

grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in *article 28.1(a)* and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

28.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

28.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

28.4 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 loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- (c) a **relevant officer** means any director or other officer or former director or other officer of the Company or an associated company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).