



**Fresh Produce Consortium FPC**

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## **The Fresh Produce Consortium (UK)**

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The Companies Act 2006  
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a company limited by guarantee  
and not having a share capital  
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Articles of Association

of

## **The Fresh Produce Consortium (UK)**

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30 July 2018



## The Fresh Produce Consortium (UK) (the “Company”)

### GENERAL

In these Articles the words standing in the first column of the table below shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:

<b>Act</b>	The Companies Act 2006 and every statutory modification or re-enactment of it for the time being in force
<b>AGM</b>	has the meaning given to it in Article 50.
<b>Articles</b>	These Articles of Association.
<b>Associate Member</b>	A Member that satisfies the requirements of Article 13B.
<b>Board</b>	The board of Directors from time to time.
<b>Chair</b>	The chair of the Board from time to time appointed in accordance with Article 18.
<b>Directors</b>	The Directors from time to time of the Company and “Director” shall be construed accordingly.
<b>Embassy and High Commission Member</b>	A Member that satisfied the requirements of Article 13C.
<b>Members</b>	A person who is entered into the Register of Members of the Company, including the Ordinary Members, the Associate Members, the Embassy and High Commission Members and the Non-trading Individual Members, and “Membership” and “Member” shall be construed accordingly.
<b>Non-trading Individual Member</b>	A Member that satisfies the requirements of Article 13D.
<b>Ordinary Member</b>	A Member that satisfies the requirements of Article 13A.
<b>Office</b>	The registered office of the Company from time to time.
<b>Relevant Loss</b>	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.
<b>Relevant Officer</b>	means any Director or other officer or former Director or other officer of the Company and including any person engaged by the Company as auditor.
<b>Secretary</b>	The company secretary of the Company from time to time appointed in accordance with Article 49.
<b>Vice Chair</b>	The vice chair of the Board from time to time appointed in accordance with Article 19.
<b>Voting Members</b>	The Ordinary Members and the Associate Members and “Voting Member” shall be construed accordingly.

Subject as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meanings in these Articles. Unless the context otherwise requires words in the singular include the plural and vice versa, references to any gender (including neuter) shall include all genders (including neuter).



## OBJECTS AND POWERS

1. The Company's objects and powers are as follows:
  - A To bring together, coordinate, organise, liaise, represent, support and advise those who conduct business, or are otherwise interested, in any aspect or sector of the fresh produce and flower industry in the United Kingdom regardless of product source or business location, to unify the fresh produce and flower industry into one representative organisation and to engage in any activity considered appropriate by the Directors on behalf of any Member or ancillary or associated to those activities referred to above;
  - B To represent and advise the industry or any Member in respect of any negotiations, consultations and any other activity with businesses, governmental bodies and other organisations (regardless of whether such other bodies are Members or not ) anywhere in the world;
  - C To procure the Company to be registered or recognised in any part of the world;
  - D To do all or any of the things or matters aforesaid in any part of the world either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others; and
  - E To do all such other things as may be deemed incidental or conducive to the achievement of the Company's objects or any of them.
2. The liability of the Members is limited.
3. 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 wound up while he is a Member or within one year after he ceases to be a Member, for payment of the Company's debts and liabilities contracted before he ceased to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the Members among themselves.
4. The income and property of the Company shall be applied solely towards the promotion of its objects as set out 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 provided that nothing herein shall prevent any payment in good faith by the Company:
  - A of reasonable and proper remuneration to any Member, Director, officer or servant of the Company for any services rendered to the Company;
  - B of interest on money lent by any Member to the Company at a reasonable and proper rate per annum not exceeding 2 percent less than the published base lending rate of a clearing bank to be selected by the Directors;
  - C of reasonable and proper rent for premises demised or let by any Member to the Company; and
  - D to any Director for out-of-pocket expenses.
5. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Article 4 above, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.



## MEMBERSHIP

6. For the purposes of registration, the number of Members of the Company is declared to be unlimited.
  - A The Members of the Company, at the date of adoption of these Articles, are the persons named as Members in the Register of Members on that date.
  - B Admission of any Member to the Membership shall be at the sole discretion of the Chief Executive Office, the Chair and the Vice Chair (to be decided by any two or more of them) who shall be entitled to refuse Membership to any individual or organisation without giving reasons for such refusal.
7. Every applicant for Membership shall complete and submit an application addressed to the Company for the approval of the Chief Executive Office, the Chair and the Vice Chair in accordance with Article 6B.
8. Each Membership shall be ongoing and shall renew automatically on 1 January of each year. A Member shall be obliged to comply with these Articles and pay to the Company such Membership costs, fees and charges as determined by the Directors from time to time, until such time as such Member's Membership ceases in accordance with Article 9. The rights and privileges of a Member shall not be transferable and shall cease upon his ceasing to be a Member in accordance with these Articles.
9. A Member shall automatically cease to be a Member of the Company:
  - A if he gives not less than six months' notice in writing to the Company that he resigns his Membership, expiring at the end of the then current year of Membership (being the year in respect of which his last annual Membership fee was paid). For the avoidance of doubt, cessation shall be effective from expiry of the notice and during the notice period the Member shall remain fully liable for all cost, fees and expenses relating to his Membership (and, on cessation, Article 0 shall apply);
  - B if he, being a corporation, goes into liquidation, is wound up or is dissolved, or if he, being an individual, dies or becomes of unsound mind or bankrupt or enters into any composition with his creditors (and, for the avoidance of doubt, on cessation, Article 0 and Article 11 shall apply);
  - C if any Membership fee or other Membership cost payable by him pursuant to these Articles remains unpaid within 90 days of the date due and the Directors, at any time and at their discretion while any part of such amount remains outstanding to the Company, resolve to terminate his Membership. For the avoidance of doubt the Member shall remain fully liable for all cost, fees and expenses relating to his Membership up to and including the date the Directors resolve to terminate his Membership (and, for the avoidance of doubt, on cessation, Article 0 and Article 11 shall apply); or
  - D if in the opinion of Board, he is guilty of conduct which renders him unfit to remain a Member (and, for the avoidance of doubt, on cessation, Article 0 and Article 11 shall apply),and immediately following such cessation the Member shall be removed from the Register of Members of the Company.
10. The cessation of a Membership shall be without prejudice to all and any amounts owed to the Company by the relevant Member (including, without limitation, any outstanding Membership costs, fees and expenses) at the time the Membership ceases, the aggregate amount of which shall be a debt due and be immediately payable by such Member to the Company on demand.
11. If the Membership of any Member has ceased in accordance with Article 9B, 9C or 9D, such Member shall, in addition to any Membership costs, fees and expenses which at that time are due and payable by such Member but remain unpaid, and notwithstanding that he has ceased to be a Member, pay to the Company on demand any Membership costs, fees and expenses for which such Member would have been liable had such Member given six months' notice to resign his Membership in accordance with Article 9A above (such six months' notice being deemed to commence on the date of cessation of his Membership).



12. At the date of adoption of these Articles Members shall consist of four classes:

- A Ordinary Members;
- B Associate Members;
- C Embassy and High Commission Members; and
- D Non-trading Individual Members.

13.

A Ordinary Members are Members who are:

- (i) primarily engaged in the buying and selling of fresh produce, flowers and/or plants as wholesalers;
- (ii) primarily growers and/or packers of fresh produce, flowers and/or plants grown in the United Kingdom, the European Union or worldwide or imported from the European Union or worldwide;
- (iii) primarily involved in importing fresh produce, flowers and/or plants into the United Kingdom from the European Union or worldwide;
- (iv) primarily engaged in the retailing of fresh produce, flowers and/or plants to consumers;
- (v) primarily involved in one or a combination of the activities mentioned in Articles 13.A.(i) to 13.A.(iv) inclusive; or
- (vi) classified by the Board as an Ordinary Member,

in each case in any manner whatsoever including on-line, e-commerce and other forms of virtual business.

B Associate Members who are:

- (i) Members whose business, operation or activities (whether undertaken in the United Kingdom, the European Union or worldwide) are not included in Articles 13.A.(i) to 13.A.(iv) but are associated with, or are materially ancillary to, any business, operation or activity that is included in Articles 13.A.(i) to 13. A.(iv);
- (ii) classified by the Board as an Associate Member.

C Embassy and High Commission Members who are:

- (i) any Member who is an Embassy or a High Commission and whose operations or activities (whether undertaken in the United Kingdom, the European Union or worldwide) are associated with, or are ancillary to, any business, operation or activity that is included in Articles 13.A.(i) to 13. A.(iv); or
- (ii) classified by the Board as an Embassy and High Commission Member.

D Non-trading Individual Members who are:

- (i) any Member who is an individual sole trader and whose operations or activities (whether undertaken in the United Kingdom, the European Union or worldwide) are associated with, or are ancillary to, any business, operation or activity that is included in Articles 13.A.(i) to 13. A.(iv); or
- (ii) classified by the Board as a Non-trading Individual Member.



14. The Members shall be entitled to participate or benefit in the rights prescribed to them pursuant to these Articles and by law, only to such extent and at such times as the Board may from time to time decide.
15. The Board may make rules governing the admission and classification of Members, the rights and privileges of Members, conditions of Membership and the governance and administrative matters of the Company, as the Board sees fit. Where a conflict or inconsistency arises between any rule made under this Article 13 and these Articles, then these Articles shall prevail to the extent of such conflict or inconsistency.
16. Every Member shall pay an annual subscription to the Company in such amount as the Board shall decide.

## THE BOARD

17. The Company shall be managed by the Board, who shall appoint a Chief Executive Officer and other staff as may be considered necessary.
18. The Directors may appoint a Director to chair meetings of the Board. The person so appointed for the time being is known as the Chair. The Directors may terminate the Chair's appointment at any time.
19. The Directors may appoint a Director to vice-chair meetings of the Board. The person so appointed for the time being is known as the Vice-Chair. The Directors or the Chair may terminate the Vice-Chair's appointment at any time.
20. The Board shall consist of a minimum of seven Members. If the Board shall so determine the number of Members elected to the Board may be increased up to a maximum of ten or decreased provided that the number of Members elected to the Board does not fall below seven. Subject to the provisions of Article 21 each Member elected to the Board shall be elected for a period of:
- A three years if approved by the Board; or
- B two years in all other circumstances,
- and such Member elected to the Board shall retire at the next AGM when the relevant term, referred to in Articles 20A and 20B above, expires.
21. If the Company, at the AGM at which a Director retires by rotation, does not fill the vacancy the retiring Director shall, if willing to act, be deemed to have been reappointed for a period of two years unless at the AGM it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and is not passed.
22. No person, other than a Director retiring by rotation, shall be appointed or reappointed a Director at any AGM unless:
- A he is recommended by the Board; or
- B not less than 14 nor more than 35 clear days before the date of the meeting, a notice executed by a Member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he or she were so appointed or reappointed, be required to be included in the Company's Register of Directors together with a notice executed by that person of his willingness to be appointed or reappointed.
23. Not less than 7 nor more than 28 clear days before the date of each AGM, the Company shall give notice to all Voting Members of any person who is eligible, pursuant to either Article 22A or Article 22B, to be considered for appointment as a Director. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Company's Register of Directors.
24. Subject as aforesaid the Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director and may also determine the rotation in which Directors are to retire.



25. The Board may appoint a Member who is willing to act to be a Director, to fill a vacancy, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors. The Director so appointed shall hold office only until the next following AGM and shall not be taken into account in determining the Directors who are to retire by rotation at that AGM. If not reappointed at such AGM he or she shall vacate office at the conclusion of such AGM.
26. Subject as aforesaid, a Director who retires at an AGM may, if willing to act, be reappointed. If he or she is not reappointed, he or she shall retain office until the meeting appoints someone in his or her place and if it does not do so until the end of the meeting.
27. In addition to the elected Directors the Board may resolve to co-opt up to 6 Members at any time to attend and speak at meetings of the Board. Any Members who are co-opted to the Board will be entitled to vote and count towards quorum on all issues except on the election of the Chair, the Vice Chair, the Chief Executive Officer or any Director.
28. Members co-opted to the Board shall vacate office at the first Board meeting after 1st June each year but may be re-appointed by the Board either at that meeting or subsequently.
29. The Board may at any time resolve to remove a co-opted Member and, in that event, the co-opted Member's term of office shall cease with immediate effect.
30. Any Member shall be eligible for election as a Director. In the case of a corporate Member, the corporate Member may nominate an officer who shall be entitled to be elected or co-opted to the Board on behalf of that corporate Member and, who shall be entitled to exercise all the powers of that Member including the right to vote and form part of a quorum.
31. The Board may require a Director to vacate office immediately if:
- A the Director resigns office by sending a written resignation to the Secretary;
  - B the Director is prohibited by law or disqualified from acting as a Director;
  - C the Director ceases to be eligible for appointment as a Director;
  - D the Director is absent, otherwise than by reason of illness, from four consecutive meetings of the Board without the prior consent of the Board;
  - E the Member with whom the Director is affiliated ceases to be an Member;
  - F the Director is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;
  - G the Director is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
  - H the Director is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Board brings or is likely to bring the Company into disrepute or is materially adverse to the interests of the Company.

## **POWERS OF THE BOARD**

32. Subject to the provisions of any Act of Parliament or of these Articles and to such regulations being not inconsistent with any such provisions as may be prescribed by the Company in general meeting or at an AGM, the business of the Company shall be managed by the Board who may carry out and exercise all the objects and powers of the Company and may decide all things under these Articles which are left to the opinion and discretion of the Board. No regulations made by the Company in general meeting or at an AGM shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.





Without prejudice to the generality of the foregoing the Board may:

- A appoint from time to time any one or more of their number or any other person to any special office or to perform or render any duties or services for the Company on such terms as to the payment of remuneration and expenses, and with such powers and authorities and for such a period as they deem fit, and may, subject to the terms of any agreement in any particular case, revoke any such appointment;
- B borrow or raise money upon such terms as they deem fit, and for the purpose of securing the same, pay interest, or for any other purposes, create mortgages or charges of any description on the property of the Company, both present and future;
- C make, draw, accept, endorse and negotiate cheques or other negotiable instruments, provided that every such instrument drawn, made or accepted shall be signed by such persons as the Board may appoint for the purpose;
- D invest, deal with or lend the funds of the Company in such manner and for such purposes as they deem fit;
- E purchase and take leases of real property and sell, let or otherwise dispose of all or any part of the property of the Company upon such terms and conditions as they deem fit; and
- F sign as a deed any document approved by the Board, provided that such document be signed by at least one Director and counter-signed by another Director or other officer appointed for the purpose by the Board.

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

- 33. The Board shall meet for the despatch of business, adjourn and otherwise regulate their meetings as they think fit and may determine the quorum necessary for the transaction of business. Unless otherwise fixed by the Board, the quorum shall be five Directors who are eligible to vote and count towards the quorum in respect of the matters to which the relevant meeting relates.
- 34. The Chair, or failing him, the Vice Chair shall be chair at every meeting of the Board but if neither the Chair, nor the Vice Chair are present within fifteen minutes after the time appointed for the meeting, or being present declines to take the chair, then the Board shall choose one of their number to act as chair of the meeting.
- 35. The Chair may, and the Secretary on the request of any three Directors (not including any Director who is also the Secretary) shall, summon a meeting of the Board.
- 36. A meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions vested in or exercisable by the Board.
- 37. Questions arising at any meeting of the Board shall be decided by a majority of votes. Subject to Articles 46, 47 and 48 every Director, including the Chair, shall have one vote and in the case of an equality of votes the Chair of the meeting shall have a casting vote.
- 38. The Board shall cause minutes to be made of all resolutions and proceedings of general meetings, each AGM and of meetings of the Board and sub-committees, and any such minutes, if signed by the person purporting to be the Chair of the meeting to which they relate, or at which they are read, shall be received as prima facie evidence of the facts therein stated.
- 39. The Board may delegate any of its authorities, powers and discretions as they think fit to committees consisting of two or more persons (who need not necessarily be Directors).
- 40. The Chair of the Board shall be an ex-officio member of every such committee. The chair of any such committee shall be appointed by the Board. The quorum necessary for the transaction of business at a meeting of such a committee shall be two members of that committee.





41. A resolution in writing signed by every Director (who would be eligible to vote and count towards the quorum if the matter were to be considered at a meeting of the Board (each an “**Eligible Director**”)) or of any committee appointed under Article 39 shall be as valid and effectual as if it had been passed at the meeting of the Board, or as the case may be, such committee. In the case of a resolution in writing signed by the Directors, a decision may not be taken in accordance with this Article 41 if the Eligible Directors would not have formed a quorum at a meeting of the Board.
42. A Director may from time to time nominate any person approved by the Board as his substitute to attend and vote in his place at any meeting of the Board or of any committee of which he is a member and may cancel any such nomination. Any appointment or cancellation under this Article 42 shall be in writing under the hand of the appointing Member and shall be served on the Company at the Office.
43. A substitute so nominated shall be entitled to notice of every such meeting and to attend and vote at any such meeting at which his appointer is not personally present, and generally at such meeting to have and exercise all the powers, rights, duties and authorities of his appointer.
44. A substitute so nominated shall be reckoned for the purpose of constituting a quorum. He shall also be entitled in the absence from the United Kingdom of his appointer to sign on the latter’s behalf a resolution in writing of the Board or of any committee. He shall be an officer of the Company and shall alone be responsible for his own acts and defaults and he shall not be deemed to be an agent of his appointer.
45. If an appointer shall cease to hold office as a Director the appointment of his substitute shall thereupon immediately cease and determine.
46. Following any matter being put to the Directors, they may, in accordance with the requirements and procedure that they determine and on such terms as they think fit, authorise any 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 (a “**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.
47. Notwithstanding Article 46, any Interested Director shall not be eligible to vote or count towards quorum in respect of the Board’s consideration of whether to authorise that Interested Director’s Conflict.
48. 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 entitled to vote and count towards quorum 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.

## COMPANY SECRETARY

49. 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.

## MEETINGS OF THE MEMBERS

50. An Annual General Meeting of the Company (an "AGM") shall be held at least once in every calendar year at such place and time (being not more than fifteen months after the holding of the last preceding AGM) as the Board prescribe. All general meetings other than AGM's shall be called general meetings.
51. The Board may, whenever they think fit, convene a general meeting of the Company.
52. In the case of an AGM or of a general meeting for the passing of a special resolution, at least fourteen clear days' notice, specifying the day, time and place of the meeting and the general nature of the business to be transacted thereat (and in the case of an AGM specify the meeting as such), shall be given in writing in the manner hereinafter mentioned to all Members and to the auditors of the Company. A special resolution may be proposed and passed at a meeting of which less than fourteen days' notice has been given, provided that not less than 95 percent of the Members having the right to attend and vote at that meeting have agreed.
53. In every notice calling a general meeting or an AGM of the Company there shall appear with reasonable prominence a statement that a Member is entitled to appoint a proxy to attend and vote instead of him and that a proxy need not also be a Member.
54. The accidental omission to give notice to, or the non-receipt of notice by, any person entitled to receive notice shall not invalidate the proceedings at any general meeting or AGM.
55. All business shall be deemed special that is transacted at a general meeting or at an AGM, with the exception of the consideration of the accounts, balance sheets, and the reports of the Board and auditors, and the appointment of, and the fixing of the remuneration of, the auditors or otherwise specified in these Articles.
56. The Chair or, failing him, the Vice Chair, or failing him, some other Director nominated by the Board shall be the chair at every general meeting and AGM, but if none of them shall be present within fifteen minutes after the time appointed for the meeting or being present declines to take the chair the Members present shall choose one of their number to act as chair of the meeting.
57. No business shall be transacted at any general meeting or AGM unless a quorum is present. Six Voting Members present in person or by proxy shall be a quorum at a general meeting or an AGM. If within half-an-hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to such day and time in the week and to such place as may be appointed by the Chair of the meeting. At the adjourned meeting, the Voting Members present in person or by proxy shall form a quorum.
58. The Chair may, with the consent of the meeting, adjourn any general meeting or AGM at which a quorum is present from time to time and from place to place. No notice of an adjourned meeting need be given unless it is adjourned for fourteen clear days or more in which case seven clear days' notice should be given specifying the time, place and date of the adjourned meeting. No business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.



59. Every question submitted to a general meeting or an AGM shall be decided, in the first instance, by a show of hands, and unless a poll is demanded, a declaration by the Chair that a resolution has been passed or lost, or passed or not passed by a particular majority, and an entry to that effect in the minute book of the Company shall be sufficient evidence of the fact.
60. A poll may be demanded (immediately following the declaration by the Chair) by the Chair or by any two Members present in person or by proxy. If a poll is demanded the Chair of the meeting shall decide whether the same is to be taken forthwith or at an adjourned meeting or by means of polling papers.
61. If the poll be taken at an adjourned meeting the same shall be held on such day (not being less than seven days nor more than fourteen days after the general meeting or the AGM (as applicable)) and at such time and place as the Chair shall before the conclusion of the meeting direct. If the poll is taken by means of polling papers the same shall be issued to the Members not later than ten days after the general meeting or the AGM (as applicable) and shall be deposited by Members at the Office not later than twenty-one days after the general meeting or the AGM (as applicable).
62. Polling papers shall be in such form as the Board shall prescribe. The result of the poll shall be deemed to be the resolution of the general meeting or the AGM (as applicable) at which the poll was demanded. A poll demanded by the Chair of that particular meeting pursuant to Article 60 hereof or upon any question of adjournment shall be taken at the meeting without adjournment.
63. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded, and the demand for a poll may be withdrawn.

#### **VOTES OF THE MEMBERS**

64. At a general meeting and an AGM every Voting Member, including the Chair, shall have one vote on a show of hands or upon a poll. Votes may be given either personally or by proxy. In the case of an equality of votes the Chair of the meeting shall both on a show of hands and on a poll, have a casting vote.
65. Embassy and High Commission Members and Non-trading Individual Members shall not be entitled to vote on any matter including the appointment of any Director.
66. Any Voting Member (being a corporation) may at any time authorise such person as it thinks fit to act as its representative at any general meeting or AGM, and a person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents (including the power of forming part of a quorum) as that corporation could exercise if it were an individual Member.
67. Any such authorisation shall be notified in writing to the Company by the secretary of the corporation and such notification shall be conclusive evidence that the authorisation has been duly given.
68. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or if the appointer is a corporation either signed as a deed or under hand by an officer or attorney of such corporation so authorised. A proxy need not be a Member.
69. A proxy shall have the same rights as his appointer to speak or demand a poll at a meeting. The instrument appointing a proxy shall be deposited at the registered office of the Company not less than twenty-four hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposed to vote. An instrument of proxy may be in any common form.
70. The Company shall keep books of account in accordance with the Act at the registered office of the Company or (subject to the provisions of the Act) at such other places as the Board thinks fit. The books shall at all times be open to inspection by the Directors. Save as authorised by law or as provided for in these Articles, no Member shall have the right to inspect any books of account or other document of the Company.



71. At each AGM the Board shall, in accordance with the Act, lay before the Company balance sheets, income and expenditure accounts and auditors' reports (if applicable) and every document required by law to be annexed to them (together the "**AGM Documents**"). Any report of the auditors shall be read before the Company at the AGM and shall be open to inspection to any Member.

72. A copy of the AGM Documents which are to be laid before the Company at an AGM, shall be either:
- A sent to each Member and the auditors; or
  - B made available on the Company's website and a notification of their availability shall be sent to each Member and the auditors (if appointed),

in each case at least twenty one clear days prior to the AGM.

73. Any document or notice sent pursuant to Article 72 shall be sent (without charge) to each Member and the auditors at their registered office, usual place of business or such address or email address as notified by them to the Company. Such document or notice shall be sent by first class post, first class air mail or email and if properly addressed shall be deemed to have been received:
- A if sent by email, one hour after the email was sent;
  - B if sent by first class post, forty-eight hours after posting; and
  - C if sent by first class air mail, ninety-six hours after posting.

Any document or notice made available on the Company's website shall be deemed served when it 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.

74. Auditors shall be appointed (if required by law, or if the Directors otherwise decide) and, if so appointed, their duties, powers, rights and remuneration regulated in accordance with the Act.
75. The Company may serve notice, voting paper or other document upon any Member by posting it in a first-class pre-paid letter addressed to the Member at his registered address. The document shall be deemed to have been served at the expiration of twenty-four hours after the same is posted and, in proving such service, it shall be sufficient to prove that the document was properly addressed and posted. Service may also be effected by electronic means and, if properly addressed and so sent by electronic means, shall be deemed to have been served one hour after the document or information was sent or supplied. The Company may also serve a notice, voting paper or other document upon any Member by means of a website in which case the notice, voting paper or document shall be deemed served when it 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.
76. Subject to Article 77 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 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 76A and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure.



77. Article 76 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.

78. The Board 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.
79. All or any of the Directors or Members of any committee may participate in a meeting of the Board or of that committee by means of a conference telephone or any communication equipment which allows all persons participating in a meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum. Accordingly, a meeting of the Board or a committee may be held where each of those present or deemed to be present is in communication with the others only by telephone or other communication equipment as aforesaid. A meeting where those present or deemed to be present are in different locations shall be deemed to take place where the largest group of those participating is assembled or if there is no such group where the Chair of the meeting then is.
80. Whenever possible, the Company should speak on behalf of all the Members, irrespective of their sector of activity. However, should a conflict of interests arise and the Board be unable to agree to adopt a unified position, each Member or group of Members shall have the right to publicly state their own views, provided that on each occasion it must be made clear that the view expressed is that of the Member or group of Members and not of the Company as a whole.
81. The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to this Company.
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