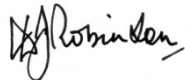


**MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
OF  
DEFENCE UK  
(FORMERLY UKNDA LIMITED)**

Incorporated at Cardiff on 21<sup>st</sup> May 2007

Company Number 06254639

This is a true copy of the memorandum and articles of association as adopted by special resolution 30 Oct 2017



Company Secretary

This 1<sup>st</sup> day of April 2019

**THE COMPANIES ACTS 1985 AND 1989**

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

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MEMORANDUM OF ASSOCIATION

of

DEFENCE UK

Formerly UKNDA LIMITED

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1. The Company's name is "DEFENCE UK".
2. The Company's Registered Office is to be situated in England and Wales.
3. The Company's objects ('Objects') are specifically restricted to the following: Promotion of the effective and efficient Defence of the United Kingdom and the UK's worldwide interests; Advancing public awareness and understanding of the history and role of the Armed Forces in the life of the Nation; Commissioning, where feasible, research into the threats faced by the United Kingdom and the military capabilities required to meet these threats; and seeking to inform debate on all aspects of National Defence and Security.
4. The income and property of the Company wheresoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association 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 the payment in good faith of reasonable and proper remuneration to any Officer or retainer or instrument of the Company or to any Member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest on money lent or reasonable and proper re-payment of out-of-pocket expenses and interest on money lent or reasonable and proper rent for any premises demised or let to the Company.
5. The liability of the members is limited.
6. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a member or within one year after he ceases to be a member for payment of the debts and liabilities of the Company 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 contributories among themselves, such amount as may be required not exceeding £1.

7. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it 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 which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Clause 4 above, chosen by the members of the Company at or before the time of dissolution and if that cannot be done then to some other charitable object.

**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**UKNDA LIMITED**  
**(the 'Company')**  
**PRELIMINARY**

1. These articles constitute the articles of association of the company to the exclusion of the Companies (Table A - F) Regulations 1985 as amended.

**Interpretation**

2. In these articles—

<b>“Act”</b>	means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force;
<b>“Advisory Council”</b>	shall have the same meaning as defined in article 4.3;
<b>“Armed Forces”</b>	means Her Majesty’s Armed Forces of the United Kingdom of Great Britain and Northern Ireland including but limited to the Royal Navy, Army and Royal Air-Force and its Reserves;
<b>“Articles”</b>	means the articles of the company;
<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>“Communication”</b>	means the same as in the Electronic Communications Act 2000;
<b>“Director”</b>	means a member of the board described at clause 5 and registered as a director at Companies House;
<b>“Electronic Communication”</b>	means the same as in the Electronic Communications Act 2000;
<b>“Executed”</b>	includes any mode of execution;
<b>“Executive Board”</b>	means those Directors who make up the board of Directors;
<b>“Honorific Appointees”</b>	shall have the same meaning as defined in article 4.1;
<b>“Member”</b>	means the person whose name is entered in the register of members as a member;
<b>““Office”</b>	means the registered office of the company;
<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>“United Kingdom”</b>	means The United Kingdom of Great Britain and Northern Ireland.

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

## MEMBERS

### 3. Membership

- 3.1 Membership of the Company shall be open to those individuals over the age of 18 years who wish to become a Member of the Company and who are interested in furthering the Objects of the Company.
- 3.2 Each person who wishes to become a Member shall deliver to the Company an application for membership in such form as the Executive Board require to be Executed from time to time together with the subscription fee as shall be determined by the Executive Board from time to time.
- 3.3 Membership shall not be transferable and shall cease on death.
- 3.4 The name of the Member shall be recorded, and the Member shall enjoy the benefits of membership during the period until the subscription renewal date. If the Member thereafter fails to renew his/her monthly or yearly subscription fee then that Member's right to enjoy the benefits of membership shall be temporarily suspended and if the monthly or annual subscription fee shall not have been paid within 90 days from date of renewal, that Member shall be deleted from the Members' record of the Company and shall cease to be a Member.
- 3.5 The Executive Board shall have the power to decline or to withdraw membership to and/or from any applicant and/or Member whose membership or actions are deemed to be prejudicial to the interests of the Company.

## GOVERNANCE

4. The administrative organs of the Company include the following: -
  - 4.1 ***The Honarific supporters***; which may include the President, Patrons, Vice Presidents and Honorary Vice Presidents (all of whom shall be invited, appointed and removed by the Executive Board in its absolute discretion) who shall assist the Company with their active involvement, support, advice and guidance on an ad hoc basis. Honorific supporters shall be required to be Members ('**Honorific Appointees**').  
  
***The President*** shall be entitled to attend, speak and vote at all Executive Board meetings.
  - 4.2 ***The Executive Board***; which shall consist of the Directors duly appointed in accordance with these Articles and shall manage the Company's affairs in accordance with and pursuant to their powers under these Articles.
  - 4.3 ***The Advisory Council***; which shall include the Vice Presidents and other Members appointed and removed by the Executive Board of the Company from time to time who attend the review meetings convened to consider the progress of the Company and to make recommendations and give advice to the Executive Board on the future plans for the Company ('**Advisory Council**').

## EXECUTIVE BOARD OF DIRECTORS

### 5. Appointments

- 5.1 The Executive Board shall consist of a maximum of 9 Directors,
- 5.2 At each Annual General Meeting, the Executive Board shall retire from office but shall then be eligible for re-election.
- 5.3 The subsequent members of the Executive Board shall be elected at an Annual General meeting,
- 5.4 Each Member in attendance at the Annual General Meeting in person or by proxy shall be entitled to vote for candidates to become members of the Executive Board.

- 5.5 Those candidates who receive the highest number of votes shall be appointed as members of the Executive Board subject to them becoming Members of the Company.
- 5.6 A Director whose office shall continue for a term of one year unless terminated in accordance with the Articles.
- 5.7 The Executive Board may invite a member of the Executive Board to resign or may remove from the Executive Board a Director who in the opinion of the Executive Board without good cause fails to fulfil the duties or whose actions are prejudicial and/or detrimental to the interests of the Company, provided that any such vote or removal shall require the unanimous approval of all other members of the Executive Board.
- 5.8 Upon the resignation or removal from office of a member of the Executive Board any contract of employment between that Director and UKNDA shall terminate without any claim for compensation for loss of office or otherwise.
- 5.9 Upon the resignation or removal from office of a Director, the Executive Board will invite those persons who received the most votes at the last Annual General Meeting but who failed to be appointed to the Executive Board to become a member of the Executive Board or, in the event that no member qualifies or is willing or able to serve on the Executive Board to second a member to join the Executive Board in either case, the new members shall be required to put his name forward for re-election at the next Annual General Meeting.

## 6. Roles

The responsibilities for each Executive Board member and the President shall be as follows: -

### ***President***

The President shall monitor the operations of the Company and proffer advice to ensure that the purpose of the Company is achieved effectively and efficiently.

The President may:-

- attend meetings of the Executive Board;
- assist the Executive Board; and
- call and preside over a general meeting of the Company if requested by a minimum of four members of the Executive Board.

### ***Chief Executive Officer (the "CEO")***

The CEO shall manage the organisation of the Company.

The CEO shall:-

- liaise with the Company's staff and external personnel and organisations;
- approve together with the Treasurer and Company Secretary the expenditure of the Company;
- represent the Company as the Company's public spokesman; and present an annual report to the Company's Annual General Meeting based on the Company's previous year's progress and challenges.

### **Chairman**

The Executive Board will elect one of its members as Chairman who will be responsible for chairing all meetings of the Company with the exception of those of the Advisory Board.

### **Membership and Company Secretary (“MCS”)**

The MCS shall provide secretarial and administrative support to the CEO and members of the Executive Board so that they are assisted to achieve the purpose of the Company economically and effectively.

The MCS shall:-

- undertake the duties and responsibilities as Company secretary;
- advise the Executive Board on Company administrative matters;
- organise and promulgate the arrangements for meetings of the Annual General Meeting and Executive Board;
- produce and circulate agendas together with supporting papers for and the subsequent minutes of the Executive Board and Annual General Meeting;
- maintain the membership database in accordance with the provisions of the Data Protection Act;
- respond to general queries from the Members or potential members regarding membership; and
- keep up to date the Company’s register of Members.
- Render to Companies House such reports as may be required by the Companies Act.

### **Treasurer**

The Treasurer shall conduct and record the financial affairs of the Company and keep appropriate financial accounts and statistics.

The Treasurer shall:-

- authorise the Membership and Company Secretary to make payments as and when required by the Company;
- shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements;
- advise the Executive Board on financial matters relating to the Company;
- alert the CEO of any financial matters of concern as they arise;
- present accounts for audit at the requisite intervals; and
- prepare and present at each meeting of the Executive Board and annually at the Annual General Meeting a financial report together with recommendations as to financial policy for the forthcoming financial year.

### **Frequency of Meetings**

The Executive Board shall meet at such dates, times and places as shall be mutually agreed between them from time to time.

## **8. Reporting and Transparency**

The Executive Board shall produce an annual report at the Annual General Meeting of the Company.

## **ADVISORY COUNCIL**

## **9. Purpose**

The Advisory Council shall provide the Executive Board with such advice and guidance as considered necessary to improve the effectiveness of the Company.

10. **Appointment**

The Executive Board may from time to time invite, appoint and/or remove Vice Presidents, Members and non-Members as members of the Advisory Council.

11. **Reporting**

The Executive Board shall ensure that the Advisory Council and Members are kept informed of the Company's plans and progress.

12. **Meetings**

The Advisory Council shall meet as required. Its Chairman shall be selected by the Advisory Council from among its members. Minutes of the proceedings at the meetings shall be recorded and made available to the Executive Board.

### **GENERAL MEETINGS**

13. The Directors may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene in accordance with the provisions of the Act. 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.

### **NOTICE OF GENERAL MEETINGS**

- 14.1 General meetings shall be called by at least fourteen clear days' notice, but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety per cent.
- 14.2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted. Subject to the provisions of the articles the notice shall be given to all the Members and to the Directors and auditors.
15. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

### **PROCEEDINGS AT GENERAL MEETINGS**

16. No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.
17. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Directors may determine.
18. The Chairman, or in his absence the CEO or the MCS or such other member of the Executive Board as nominated by the Chairman shall preside as chairman of the meeting.
19. The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.



20. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- (a) by the chairman; or
  - (b) by at least two members having the right to vote at the meeting; or
  - (c) 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.
21. Unless a poll is duly demanded a declaration by the chairman 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.
22. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman 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.
23. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
24. A poll demanded on the election of a chairman 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 chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
25. 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.

#### **VOTES OF MEMBERS**

26. On a show of hands every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.
27. A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonus or other person authorised in that behalf appointed by that court, and any such receiver, curator bonus or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, 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 default the right to vote shall not be exercisable.
28. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
29. The appointment of a proxy shall be executed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)

*“UKNDA Limited*

*I/We, ....., of ....., being a member/members of the above-named Company , hereby appoint ..... of ....., or failing him, ..... of ....., as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the Company to be held on ..... 20....., and at any adjournment thereof.*

*Signed on ..... 20.....”.*

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

*“UKNDA Limited*

*I/We, ....., of ....., being a member/members of the above-named Company , hereby appoint ..... of ....., or failing him ..... of ....., as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the Company , to be held on ..... 20....., and at any adjournment thereof.*

*This form is to be used in respect of the resolutions mentioned below as follows:*

*Resolution No. 1 \*for \*against*

*Resolution No. 2 \*for \*against.*

*\*Strike out whichever is not desired.*

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

*Signed this ..... day of ..... 20.....”.*

31. The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may—
- (a) in the case of an instrument in writing be deposited at the office or at such other place within the United kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications—
- i. in the notice convening the meeting, or
  - ii. in any instrument of proxy sent out by the Company in relation to the meeting, or
  - iii. in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,
- be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;
- (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

- (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any Director;  
and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.  
In this article and the next, “**address**”, in relation to electronic communications, includes any number or address used for the purposes of such communications.

32. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

#### **NUMBER OF DIRECTORS**

33. Unless otherwise determined by ordinary resolution, the number of Directors shall be subject to any maximum of nine and shall be not less than two.

#### **POWERS OF DIRECTORS**

34. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Directors by the articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
35. The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

#### **APPOINTMENT AND RETIREMENT OF DIRECTORS**

36. Subject to article 5, no person shall be appointed or reappointed as a Director at any general meeting.
37. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who may be elected for appointment or reappointment as a Director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or reappointment 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.
38. The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the articles as the maximum number of directors.

#### **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

39. The office of a Director shall be vacated if—

- (a) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) he is, or may be, suffering from mental disorder and either—
- (d) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
- (e) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (f) he resigns his office by notice to the Company ; or
- (g) he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated.

#### **REMUNERATION OF DIRECTORS**

40. The Directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

#### **DIRECTORS' EXPENSES**

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

#### **DIRECTORS' APPOINTMENTS AND INTERESTS**

42. Subject to the provisions of the Act, the Directors may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such Director for his services as they think fit. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without any claim to damages or compensation for loss of office or otherwise.
43. Subject to the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
  - (b) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
  - (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
44. For the purposes of this article
- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be

- deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

### **PROCEEDINGS OF DIRECTORS**

45. Subject to the provisions of the articles, the Directors may regulate their proceedings as they think fit. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.
46. The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be two.
47. The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.
48. All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
49. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors.
50. Save as otherwise provided by the articles, a Director shall not vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs
- (a) the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Company or any of its subsidiaries;
  - (b) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the Director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
  - (c) his interest arises by virtue of his subscribing or agreeing to subscribe for debentures of the Company or any of its subsidiaries, or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such debentures by the Company or any of its subsidiaries for subscription, purchase or exchange;
  - (d) the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by the Board of Inland Revenue for taxation purposes.

For the purposes of this article, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the Company), connected with a Director shall be treated as an interest of the Director.

51. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
52. The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the articles prohibiting a Director from voting at a meeting of Directors or of a committee of Directors.
53. Where proposals are under consideration concerning the appointment of two or more Directors to offices or employments with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each Director separately and (provided he is not for another reason precluded from voting) each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.
54. If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

#### **SECRETARY**

55. Subject to the provisions of the Act, a secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

#### **MINUTES**

56. The Directors shall cause minutes to be made in books kept for the purpose
  - (a) of all appointments of officers made by the Directors; and
  - (b) of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

#### **ACCOUNTS**

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

#### **NOTICES**

58. Any notice to be given to or by any person pursuant to the articles (other than a notice calling a meeting of the Directors) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice.

In this article, "**address**", in relation to electronic communications, includes any number or address used for the purposes of such communications.

59. The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it using Electronic Communications to an address for the time being notified to the Company by the Member. A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using Electronic Communications, shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.

In this article and the term, "**address**", in relation to Electronic Communications, includes any number or address used for the purposes of such communications.

60. A Member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
61. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that that the notice was given. Proof that a notice contained in an Electronic Communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an Electronic Communication, at the expiration of 48 hours after the time it was sent.

#### **INDEMNITY**

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

#### **BANK ACCOUNTS**

63. All cheques and payments must be signed by the Secretary and/or the Treasurer with such financial limits as the Directors by unanimous resolution or agreement shall determine from time to time.