

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF

WADAA LIMITED



*A Quality Service through the Red Door*

## **ARTICLES OF ASSOCIATION OF WADAA LIMITED**

### **1. Defined terms**

#### **1.1 In the articles, unless the context requires otherwise:-**

"Articles"	means the company's articles of association and references to an Article shall be taken as references to the relevant Article in this document, unless the context implies otherwise;
"Bankruptcy"	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
"Board"	means the board of directors of the Company elected in accordance with the Articles and rules of the Company from time to time;
"Chair"	has the meaning given in article 14;
"chair of the meeting"	has the meaning given in article 29;
"Companies Acts"	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to 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;
"Electronic form"	has the meaning given in section 1168 of the Companies Act 2006;
"Full member"	means any individual over the age of eighteen who has paid promptly and in full their full membership subscriptions or who, being an honorary life member, had so paid their full membership subscriptions to the point of being so elected;
"Ordinary resolution"	has the meaning given in section 282 of the Companies Act 2006;
"Participate",	in relation to a directors' meeting, has the meaning given in article 11;
"Proxy notice"	has the meaning given in article 37;
"Regulations"	means the regulations as set out in the Model Articles for Private Companies limited by guarantee in Schedule 2 of the Companies (Model Articles) Regulations 2008;
"Rules"	means the rules of the Company as may be

issued to members and guests from time to time;

"Special resolution" has the meaning given in section 283 of the Companies Act 2006;

"Subsidiary" has the meaning given in section 1159 of the Companies Act 2006;

"The Act" means the Companies Acts as defined in section 2 of the Companies Act 2006 insofar as they apply to the Company and any amendments to or any re-enactment of that Act; and

"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 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

1.3 In the Articles and Rules where the context permits, words importing the masculine shall include the feminine, and words importing the singular shall include the plural and vice versa.

1.4 References to a 'person' or 'people' include companies, corporations and unincorporated associations.

1.5 In the case of any inconsistency between the Rules and the Articles set out hereunder, the Articles shall take precedence.

1.6 The Board shall be the sole authority for the interpretation of the Company Articles and Rules and the decision of the Board upon any question of interpretation, or any matter affecting the Company not provided for by the Articles or Rules shall be final and binding on members.

1.7 The headings to the Articles items are for ease of reference only and are not to be taken into account in their interpretation.

## **2. Operation of fisheries**

2.1 The Company is a fishing club and operates a number of fisheries for the benefit of its members.

2.2 All fisheries are operated and managed in accordance with the arrangements detailed within the Rules.

## **3. Liability of members**

3.1 The liability of each member is limited to £1.00, 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 is a member or within one year after he 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 winding up, and
- (c) adjustment of the rights of the contributories among themselves.

#### **4. Directors' general authority**

- 4.1 Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

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

- 5.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.
- 5.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

#### **6. Directors may delegate**

- 6.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:-
  - (a) to such person or committee;
  - (b) by such means (including by power of attorney);
  - (c) to such an extent;
  - (d) in relation to such matters or territories; and
  - (e) on such terms and conditions;as they think fit.
- 6.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 6.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

#### **7. Committees**

- 7.1 The Board shall be permitted to delegate authority for the day to day management of the Company's business to be conducted by a Management Team comprising of up to four Board members. The Management Team shall meet as required and a majority of the Management Team shall form a quorum. The Management Team shall act only within the terms of reference determined by the Board.
- 7.2 Where there is a clearly identified need and where it is deemed to be in the best interest of the Company, the Board shall have the authority to employ persons to assist in the management of the Company's business. Such appointments shall be subject to current employment legislation and to terms of reference determined by the Board.

- 7.3 The Board may from time to time establish other working groups for specific tasks, such groups remaining under the control of the Board.
- 7.4 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by Directors.
- 7.5 The Directors may make rules of procedure for all or any committees, but in the event of any inconsistency between those Rules and/or the Articles, the Articles shall take precedence and the Rules shall be amended accordingly.
- 7.6 Subject to Article 7.5, the Directors may from time to time make such rules for the operation of the Company as they deem reasonably necessary for the proper conduct and management of the Company, save that any rule so made may be varied or revoked by ordinary resolution of the members.

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

- 8.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 9.

## **9. Unanimous decisions**

- 9.1 A decision of the Directors is taken in accordance with this article when all eligible Directors indicate to each other by any means that they share a common view on a matter.
- 9.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing. For the purposes of this Article 9.2, a scanned copy of a signed resolution is acceptable.
- 9.3 References in this article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 9.4 A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such a meeting.

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

- 10.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company Secretary (if any) to give such notice.
- 10.2 Notice of any Directors' meeting must indicate:-
- (a) its proposed date and time;
  - (b) where it is to take place; and
  - (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 10.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.

- 10.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 10.5 The Chairman of the meeting may permit other persons who are not members of the Company to attend and speak at a Directors' meeting.
- 10.6 The Board shall meet quarterly unless otherwise arranged.

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

- 11.1 Subject to the articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:-
- (a) the meeting has been called and takes place in accordance with the Articles, and
  - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 11.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 11.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

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

- 12.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 12.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than three, and unless otherwise fixed it is three.
- 12.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:-
- (a) to appoint further Directors, or
  - (b) to call a general meeting so as to enable the members to appoint further Directors.

#### **13. Directors**

- 13.1 No person shall be permitted to act as a Director of the Company unless they are also a member of the Company.
- 13.2 The Company shall be managed by a Board comprising of no fewer than three and no more than twelve Directors. The Board may (but need not) appoint a Chairman, Vice Chairman and other specific roles from amongst the Board.
- 13.3 All officers shall be honorary and shall be elected at the Annual General Meeting. Three members of the Board shall retire annually but shall be eligible for re-election at the AGM. The membership of the Board shall be expected to fairly represent the

interests of the Company's members and shall at all times manage the Company with due regard to the aims and objectives of the Company.

- 13.4 Nominations for office must be received by the Board in writing at least twenty eight days before the AGM and in the case of new nominations must be signed by the proposer, seconder and nominee. Where necessary, elections shall be conducted by secret ballot.
- 13.5 The Company will decide by ordinary resolution the maximum and minimum number of Directors. If the company does not announce a decision there will be a minimum of three Directors and a maximum of twelve Directors.
- 13.6 No person shall be entitled to act as a Director unless they are a member of the Company.
- 13.7 The Company need not appoint a Company Secretary but may employ administration and/or secretarial staff who may be asked to assist the Board in an administrative capacity.

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

- 14.1 The Directors may appoint a Director to chair their meetings.
- 14.2 The person so appointed for the time being is known as the Chair.
- 14.3 The Directors may terminate the Chair's appointment at any time.
- 14.4 If the Chair is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

#### **15. Casting vote**

- 15.1 If the numbers of votes for and against a proposal are equal, the Chair or other Director chairing the meeting has a casting vote.
- 15.2 But this does not apply if, in accordance with the Articles, the Chair or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

#### **16. Conflicts of interest**

- 16.1 Directors may vote on any resolution, and shall form part of the quorum, at Directors' meetings or meetings of Boards of the Directors as long as they declare any direct or indirect interest they may have in the matter under vote and provided that they comply at all times with their fiduciary duties.

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

- 17.1 The Directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.
- 17.2 The minutes of all Board, Management Team and any other working group meetings shall be recorded.

**18. Directors' discretion to make further rules**

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

**19. Methods of appointing directors**

- 19.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director: -
- (a) by ordinary resolution, or
  - (b) by a decision of the Directors.
- 19.2 In any case where, as a result of death, the Company has no members and no Directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a Director.
- 19.3 For the purposes of paragraph 19.2, where 2 or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.
- 19.4 The Directors shall be entitled to co-opt further Directors (subject to the maximum number of Directors permitted by the Articles) at any time, but any Director so co-opted shall only hold office until the next general meeting of the Company.
- 19.5 Co-opted Directors standing down pursuant to Article 19.4 shall not be prevented from standing for re-election as a Director.
- 19.6 A Director may stand down at any time as a Director by giving the Company no less than 28 days written notice.
- 19.7 The office of Director shall be vacated if the remaining Directors (which shall not include the Director who is subject to the vote) pass a resolution by 75% majority that it is desirable that the Director in question should cease to be a Director.

**20. Termination of director's appointment**

- 20.1 A person ceases to be a Director as soon as:-
- (a) that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
  - (b) a bankruptcy order is made against that person;
  - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
  - (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
  - (e) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.



**21. Directors' remuneration**

- 21.1 Directors shall not be entitled to any remuneration for carrying out their duties as Directors.
- 21.2 Directors may be involved in third party organisations which provide services to the Company on a commercial basis only when the Company has approved such arrangement by ordinary resolution in general meeting and subject always to the Director abiding by their fiduciary duties and managing any conflict of interest in accordance with these Articles.

**22. Directors' expenses**

- 22.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:-
- (a) meetings of Directors or committees of Directors,
  - (b) general meetings.

**23. Applications for membership**

- 23.1 No person shall become a member of the Company unless:-
- (a) that person has completed an application for membership in a form approved by the Directors, and
  - (b) the Directors have approved the application.

**24. Membership**

- 24.1 Membership of the Company shall be open to anyone on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs provided that member has paid their subscriptions in full upon demand. However, from time to time, the Company may determine limitations on the total number of members subject to the availability of facilities.

- 24.2 The classes of membership of the Company shall be as follows:-

(a) Honorary Member

Honorary life membership status may be conferred by the directors to reward loyal service. Certain officers may be awarded honorary status for the period of their tenure. Honorary memberships must be endorsed by the members in general meeting. Honorary members shall not be entitled to vote on matters regarding subscriptions but shall otherwise have the same rights as full members.

Honorary members shall not be eligible to serve on the Board unless elected pursuant to Article 13.

Honorary members shall pay no subscriptions and shall be entitled to all the privileges of a full member.

(b) Adult

Adult membership of the Company shall be open to all persons aged 18 or over. There may be several classes of adult membership. Full membership shall cover all the Company's waters. Other classes of adult membership (e.g. Coarse) shall only cover their respectively designated waters. All adult members may attend and participate in meetings, shall be entitled to vote, and shall be eligible for election to office.

(c) Youth

Youth membership of the Company shall be open to all persons between the ages of 16 years and 17 years inclusive in FTE. Youth members may attend and participate in meetings but shall have no vote and shall not be eligible for election to office.

(d) Junior

Junior membership of the Company shall be open to all persons up to and including the age of 15 years. Junior members will be required to provide their date of birth. Junior members may attend and participate in meetings but shall have no vote and shall not be eligible for election to office.

24.2 The Board may from time to time approve other classes of membership.

**25. Termination of membership**

25.1 A member may withdraw from membership of the Company by giving 7 days' notice to the Company in writing.

25.2 Membership is not transferable.

25.3 A person's membership terminates when that person dies or ceases to exist or if that person does not pay any subscriptions by the due date.

25.4 The Board may expel from the Company any member for conduct which, in its opinion is injurious or tends to be injurious to the interests of the Company or its good name, or its objectives or its members, or angling or which contravenes the Company's rules.

25.5 Before expelling a member, the Board shall inquire into his conduct and the member shall be given a reasonable opportunity to defend and justify himself in writing or by appearing (upon being given 14 days' notice of the Board meeting) before the Board. Where the member is a Junior Member, the Junior Member must be accompanied by an adult with caring responsibilities for the Junior Member who need not be a member themselves. The Board's power to expel shall be taken by a majority vote of those present at the meeting.

**26. Annual General Meeting**

26.1 The Company shall have an Annual General Meeting before the end of December each year (or as soon after as reasonably practicable), having given twenty eight days' notice thereof for the purpose of:-

(a) receiving the audited accounts

(b) receiving the reports of the Board

(c) electing officers for the ensuing year (if required)

- (d) considering and, if thought fit, voting upon any resolution from the members
- (e) considering and, if thought fit, voting upon any resolution submitted by the Board

26.2 Any member (other than a Youth or Junior Member) may propose a resolution at an Annual General Meeting of the members of the Company provided all of the following criteria are satisfied (and if any one or more of the following criteria are not satisfied, the resolution shall not be put to the Annual General Meeting):-

- (a) the full text of the proposed resolution has been submitted in writing and received at the registered office of the Company no less than 28 days before the date on which the Annual General Meeting is due to take place; and
- (b) the resolution has been seconded by another member (other than a Youth or Junior Member); and
- (c) the full names and addresses of both the proposing and seconding members are provided in writing at the same time as the text of the resolution; and
- (d) the proposing and seconding members attend in person (and not by proxy) the Annual General Meeting at which the resolution will be put to the members (including any adjournment of that meeting); and
- (e) the proposing member addresses the meeting in relation to the proposed resolution.

## **27. Attendance and speaking at general meetings**

27.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

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

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

27.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

27.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

27.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

## **28. Quorum for general meetings**

28.1 No business other than the appointment of the Chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

28.2 The quorum for general meetings shall be as determined by the Company by

ordinary resolution but otherwise shall be seven, which for the avoidance of doubt may include directors.

**29. Chairing general meetings**

29.1 At every General Meeting, the Chair, or in his absence, Vice-chairman shall take the chair.

29.2 If the Directors have not appointed a Chair, or if the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:-

(a) the Directors present, or

(b) (if no Directors are present), the meeting,

must appoint a Director or member to chair the meeting, and the appointment of the Chair of the meeting must be the first business of the meeting.

29.3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

**30. Chairing General Meetings**

30.1 Only the elected Chair (as elected pursuant to Article 14) shall be entitled to a casting vote at a general meeting of the Company.

**31. Extraordinary General Meetings**

31.1 The Board shall upon the written request of thirty members setting out their requirements call an Extraordinary General Meeting of the members of the Company. The Board shall give at least fourteen days' notice in writing to each member stating the business to be transacted.

31.2 An Extraordinary General Meeting may be convened by the Board at any time, due notice being given as above.

**32. Attendance and speaking by directors and non-members**

32.1 Directors may attend and speak at general meetings.

32.2 The Chair of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

**33. Adjournment**

33.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

33.2 The Chair of the meeting may adjourn a general meeting at which a quorum is present if:-

(a) the meeting consents to an adjournment, or

- (b) it appears to the Chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 33.3 The Chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 33.4 When adjourning a general meeting, the Chair of the meeting must:-
  - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 33.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):-
  - (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
  - (b) containing the same information which such notice is required to contain.
- 33.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

#### **34. Voting: general**

- 34.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

#### **35. Errors and disputes**

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

#### **36. Poll votes**

- 36.1 A poll on a resolution may be demanded: -
  - (a) in advance of the general meeting where it is to be put to the vote, or
  - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 36.2 A poll may be demanded by:-
  - (a) the Chair of the meeting;
  - (b) the Directors;

- (c) two or more persons having the right to vote on the resolution; or
  - (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 36.3 A demand for a poll may be withdrawn if: -
  - (a) the poll has not yet been taken, and
  - (b) the Chair of the meeting consents to the withdrawal.
- 36.4 Polls must be taken immediately and in such manner as the Chair of the meeting directs.

### **37. Content of proxy notices**

- 37.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which: -
  - (a) states the name and address of the member appointing the proxy;
  - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
  - (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- 37.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 37.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 37.4 Unless a proxy notice indicates otherwise, it must be treated as: -
  - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

### **38. Delivery of proxy notices**

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

- 38.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

### **39. Amendments to resolutions**

- 39.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:-
- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chair of the meeting may determine), and
  - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 39.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:-
- (a) the Chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 39.3 If the Chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chair's error does not invalidate the vote on that resolution.

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

- 40.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 40.2 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 40.3 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

### **41. Company seals**

- 41.1 The Company does not need to have a Company seal. If the Directors decide that the Company should, the seal must only be used with the approval of the Directors or of a Directors' Board. The Directors may decide who should sign any document the seal is attached to. Unless they make a specific decision, this will be a Director and the Company Secretary or two Directors.



**42. No right to inspect accounts and other records**

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

**43. Provision for employees on cessation of business**

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

**44. Profits and Dissolution**

- 44.1 All monies received by the Company shall be paid promptly into the Company's bank account.
- 44.2 The property, funds and assets of the Company shall not be used for the direct or indirect private benefit of members. Any surplus income or profits shall be reinvested in the Company.
- 44.3 In the event of dissolution of the Company, any assets of the Company remaining after the satisfaction of all debts and liabilities shall not be distributed among the members but shall be given to any other organisation or Company whose aims and objectives are broadly similar to the aims and objectives of the Company and who are a registered charitable organisation.

**45. Rules**

- 45.1 The Rules shall be binding upon the members until repealed by the Board, or by a ordinary resolution of the members in general meeting.
- 45.2 The Board shall from time to time make, repeal or amend all such Rules as they deem expedient to take effect unless set aside at a general meeting.
- 45.3 The Board shall have the power to deal with all matter which may arise and which are not provided for in the Rules and their decisions shall be final and binding provided that such decisions are within these Articles.

**46. Indemnity**

- 46.1 Subject to paragraph 46.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:-
- (a) any liability incurred by that Director in connection with any negligence, default, or breach of duty which in the reasonable opinion of the remaining Directors was an honest mistake.
  - (b) any liability incurred by that Director in connection with the activities of the company or an associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006).
- 46.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.



46.3 In this Article:-

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant director" means any director or former director of the company or an associated company.

**47. Insurance**

47.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

47.2 In this Article:-

- (a) a "relevant director" means any director or former director of the company or an associated company,
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

**48. Documentation**

48.1 The officers of the Company appointed to endorse leases or other legal documents on behalf of the Company shall be indemnified by the Company against any liability they may incur by reason of any act done or obligation entered into on behalf of and with the sanction of the Board. Officers shall be liable only to the extent of the assets vested in them in trust for and for the benefit of the Company and not further or otherwise.