



**Aberdeen &  
Grampian  
Chamber of  
Commerce**

**THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY GUARANTEE  
ARTICLES OF ASSOCIATION  
OF  
ABERDEEN AND GRAMPIAN CHAMBER OF COMMERCE**

Incorporated on 03 November 1877

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## PART 1 - INTERPRETATION AND LIMITATION OF LIABILITY

### 1 Definitions and interpretation

1.1 In the Articles, unless the context requires otherwise:

- 1.1.1 "**Act**" means the Companies Act 2006;
- 1.1.2 "**Articles**" means the company's articles of association;
- 1.1.3 "**Bankruptcy**" includes individual insolvency proceedings in a jurisdiction other than Scotland which have an effect similar to that of bankruptcy;
- 1.1.4 "**Board**" means the board of Directors
- 1.1.5 "**Chair**" has the meaning given in article 11;
- 1.1.6 "**Chamber**" means the company;
- 1.1.7 "**Chair of the Meeting**" has the meaning given in article 26;
- 1.1.8 "**Clear Days**" means the period of the length specified in the Articles excluding the day of the meeting and the day on which the notice is given. Where the notice is sent by post to an address in the United Kingdom, and the company can show that it was properly addressed, pre-paid and posted, notice is deemed to have been given to the intended recipient 48 hours after it was posted;
- 1.1.9 "**Companies Acts**" means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the company;
- 1.1.10 "**Director**" means a director of the company (or, where the context requires, of a Subsidiary or of an associated company), and includes any person occupying the position of director, by whatever name called;
- 1.1.11 "**Document**" includes, unless otherwise specified, any document sent or supplied in Electronic Form;
- 1.1.12 "**Electronic Form**" means, in relation to the sending or supply of a document or information, the sending or supply by electronic means (such as by e-mail);
- 1.1.13 "**Eligible Director**" means a Director who would be entitled to vote on the matter at a meeting of Directors, but excluding any Director whose vote is not to be counted in respect of the particular matter;
- 1.1.14 "**Executive Director**" means an executive of the Company holding office as a Director;

- 1.1.15 **"Group Undertaking"** has the meaning given in section 1161(5) of the Act;
- 1.1.16 **"Member"** has the meaning given in section 112 of the Act;
- 1.1.17 **"Ordinary Resolution"** has the meaning given in section 282 of the Act;
- 1.1.18 **"Participate"**, in relation to a Directors' meeting, has the meaning given in article 9 and **"Participating"** shall be construed accordingly;
- 1.1.19 **"Proxy Notice"** has the meaning given in Article 32;
- 1.1.20 **"Special Resolution"** has the meaning given in section 283 of the Act;
- 1.1.21 **"Subsidiary"** has the meaning given in section 1159 of the Act; and
- 1.1.22 **"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:-

- 1.2.1 other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the company;
- 1.2.2 words in the singular include the plural and in the plural include the singular; and
- 1.2.3 a reference to one gender includes a reference to the other gender.

1.3 These Articles apply instead, and to the exclusion, of the model articles for private companies limited by guarantee set out in schedule 2 of The Companies (Model Articles) Regulations 2008.

## **2 Liability of Members**

2.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:-

- 2.1.1 payment of the company's debts and liabilities contracted before he ceases to be a Member;
- 2.1.2 payment of the costs, charges and expenses of winding up; and
- 2.1.3 adjustment of the rights of the contributories among themselves.

## PART 2 - DIRECTORS

### DIRECTORS' POWERS AND RESPONSIBILITIES

#### **3 Directors' general authority and power to change name**

3.1 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.

3.2 Subject to the Articles, the Directors have the power to change the company's name.

#### **4 Directors may delegate**

4.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:-

4.1.1 to such person or committee;

4.1.2 by such means (including by power of attorney);

4.1.3 to such an extent;

4.1.4 in relation to such matters or territories; and

4.1.5 on such terms and conditions;

as they think fit.

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

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

#### **5 Committees**

5.1 Committees to which the Directors delegate any of their powers must follow procedures which are set down for them by the Board from time to time

5.2 The Board may make rules of procedure for all or any committees.

### DECISION MAKING BY DIRECTORS

#### **6 Directors to take decisions collectively**

6.1 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 7.

6.2 If:-

6.2.1 the company only has one Director for the time being; and

6.2.2 no provision of the Articles requires it to have more than one Director,

the general rule does not apply, and the Director may (for so long as he remains the sole Director) take decisions without regard to the provisions of articles 6 to 15 inclusive (but with the benefit of article 13.3).

## **7 Unanimous decisions**

7.1 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.

7.2 Such a decision may take the form of a resolution in Writing where each Eligible Director has signed one or more copies of it or to which each Eligible Director has otherwise indicated agreement in Writing.

7.3 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.

## **8 Calling a Directors' meeting**

8.1 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.

8.2 Notice of any Directors' meeting must indicate:-

8.2.1 its proposed date and time;

8.2.2 where it is to take place; and

8.2.3 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.

8.3 Notice of a Directors' meeting must be given to each Director, but need not be in Writing.

8.4 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.

## **9 Participation in Directors' meetings**

9.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting ("Participate") when:-

9.1.1 the meeting has been called and takes place in accordance with the Articles; and

9.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

9.2 In determining whether Directors are Participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

9.3 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.

## **10 Quorum for Directors' meetings**

10.1 At a Directors' meeting, unless a quorum is Participating, no proposal is to be voted on, except a proposal to call another meeting.

10.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but where the company has two or more Directors it must never be less than two, and unless otherwise fixed it is two.

10.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 16 to authorise a Director's conflict, if there is only one Eligible Director in office other than the Interested Directors (as defined in that article), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

10.4 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:-

10.4.1 to appoint further Directors; or

10.4.2 to call a general meeting so as to enable the Members to appoint further Directors.

## **11 Chairing of Directors' meetings**

11.1 The Directors may appoint a Director to chair their meetings.

11.2 The person so appointed for the time being is known as the Chair.

11.3 The Directors may terminate the Chair's appointment at any time.



11.4 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.

## **12 Casting vote**

12.1 If the numbers of votes for and against a proposal are equal, the Chair or other Director chairing the meeting has a casting vote.

12.2 Article 12.1 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.

## **13 Directors' conflicts of interest in transactions or arrangements**

13.1 If a proposed decision of the Directors is concerned with an existing or proposed transaction or arrangement with the company in which a Director is interested (whether directly or indirectly), that Director shall disclose the nature and extent of that interest to the other Directors in accordance with sections 177 or 182 of the Act as applicable.

13.2 A Director who has complied with article 13.1:-

13.2.1 is to be counted as Participating in the decision-making process for quorum and voting purposes (this includes any Directors' meeting or part of a Directors' meeting);

13.2.2 may be a party to, or otherwise interested in, any transaction or arrangement:

13.2.2.1 with the company;

13.2.2.2 with any Group Undertaking or with any other body corporate in which the company is otherwise interested; or

13.2.2.3 in which the company is otherwise interested, directly or indirectly;

13.2.3 may be a director or other officer of, or employed by, or otherwise interested in, any Group Undertaking or in any other body corporate in which the company is otherwise interested; and

13.2.4 shall not, save as he otherwise may agree, be accountable to the company for any remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from any of the matters described in articles 13.2.2 and 13.2.3. No such transaction or arrangement shall be liable to be avoided on the ground 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.

13.3 Where article 6.2 applies, the sole Director of the company is authorised in terms of articles 13.2.2 to 13.2.4 and shall be deemed to have complied with article 13.1.

## **14 Minutes of meetings**

- 14.1 The Directors shall ensure that the company records minutes of proceedings at any Directors' meetings and that such records are kept for at least 10 years from the date of the relevant meeting.

## **15 Directors' discretion to make further rules**

Subject to the Articles, and provided it does not conflict with 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.

## **DIRECTORS' SITUATIONAL CONFLICTS OF INTEREST**

### **16 Board authorisation of situational conflicts**

- 16.1 For the purposes of section 175 of the Act, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company.

- 16.2 Authorisation of a matter under this article shall be effective only if:-

16.2.1 the matter in question shall have been proposed in Writing for consideration by the Directors in accordance with the board's normal procedures or in such other manner as the Directors may approve;

16.2.2 where the matter is to be considered at a Directors' meeting, any requirement as to the quorum at such meeting is met without counting the Director in question and any other interested Director (together "Interested Directors"); and

16.2.3 the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.

- 16.3 Any authorisation of a matter under this article (whether at the time of giving the authorisation or subsequently) may:-

16.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

16.3.2 be for such duration and subject to such terms, conditions or limitations as the Directors may determine (including, without limitation, as to the Director's entitlement to receive information on the matter, and his entitlement to Participate in any subsequent decision-making process relating to the matter); and

16.3.3 be varied or terminated by the Directors at any time.

- 16.4 In authorising a matter under this article, the Directors may decide that if a Director has obtained any information through his involvement in the matter otherwise than as a Director of the company and in respect of which he owes a duty of confidentiality to another person, then the Director is under no obligation to:-
- 16.4.1 disclose such information to all or any of the Directors or other officer or employee of the company; or
  - 16.4.2 use or apply any such information in performing his duties as a Director
  - 16.4.3 where to do so would amount to a breach of that confidence.
- 16.5 Where the Directors authorise a matter under this article, the Director will:-
- 16.5.1 conduct himself in accordance with any terms imposed by the Directors in relation to the matter; and
  - 16.5.2 not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, conditions and limitations (if any) which the Directors have imposed in respect of its authorisation.
- 16.6 A Director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director) to account to the company for any remuneration, profit or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with any matter authorised:-
- 16.6.1 by the Directors under this article; or
  - 16.6.2 by the company in general meeting
  - 16.6.3 subject in each case to any terms, limits or conditions attaching to that authorisation. Any contract, transaction or arrangement relating thereto shall not be liable to be avoided on such grounds.

## **APPOINTMENT OF DIRECTORS**

### **17 Methods of appointing Directors**

- 17.1 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 by a decision of the Directors.

### **18 Termination of director's appointment**

- 18.1 A person ceases to be a Director as soon as:-

- 18.1.1 that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
- 18.1.2 a Bankruptcy order is made against that person;
- 18.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 18.1.4 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; or
- 18.1.5 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.

## **19 Directors' remuneration**

- 19.1 Executive Directors may undertake any services for the company that the Board decides.
- 19.2 Such Directors are entitled to such remuneration as the Board determines:-
  - 19.2.1 for their services to the company as Directors; and
  - 19.2.2 for any other service which they undertake for the company.
- 19.3 Subject to the Articles, a Director's remuneration may:-
  - 19.3.1 take any form; and
  - 19.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 19.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

## **20 Directors' and secretary's expenses**

- 20.1 The company may pay any reasonable expenses which the Directors and the company secretary (if any) properly incur in connection with their attendance at:-
  - 20.1.1 meetings of Directors or committees of Directors; or
  - 20.1.2 general meeting

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

### **PART 3 – MEMBERS BECOMING AND CEASING TO BE A MEMBER**

#### **21 Applications for membership**

- 21.1 No person shall become a Member of the company unless:-
- 21.1.1 that person has completed an application for membership in a form approved by the Directors; and
- 21.1.2 the Directors have approved the application.

#### **22 Termination of membership**

- 22.1 A Member may withdraw from membership of the company by giving 7 days' notice to the company in Writing.
- 22.2 Membership is not transferable.
- 22.3 A person's membership terminates when that person dies.

### **PART 4 – DECISION-MAKING BY MEMBERS**

#### **ORGANISATION OF GENERAL MEETINGS**

#### **23 Convening a general meeting**

- 23.1 The Directors of the company may call a general meeting of the company.
- 23.2 In accordance with the provisions of the Act, the Members of the company may require the Directors to call a general meeting of the company provided the request is made by Members representing at least 5% of the total voting rights of all the Members having a right to vote at general meetings.
- 23.3 A general meeting must be called by notice of at least 14 Clear Days. It may be called by shorter notice than this if agreed to by a majority in number of Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights at that meeting of all the Members.
- 23.4 Notice of a general meeting must be sent to every Member, every Director and the company's auditors (if any).
- 23.5 A notice of a general meeting must include:-
- 23.5.1 the time, date and place of the meeting; and

23.5.2 the general nature of the business to be dealt with at the meeting;

## **24 Attendance and speaking at general meetings**

24.1 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.

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

24.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

24.2.2 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.

24.3 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.

24.4 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.

24.5 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.

## **25 Quorum for general meetings**

25.1 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.

25.2 If and for so long as the company has only one Member, the quorum is one qualifying person. In any other case, the quorum is two qualifying persons subject to section 318(2) of the Act. A "qualifying person" means an individual who is a Member of the company or a corporate representative duly authorised under section 323 of the Act, or a person appointed as a proxy of a Member in relation to a meeting.

## **26 Chairing general meetings**

26.1 If the Directors have appointed a Chair, the Chair shall chair general meetings if present and willing to do so.

26.2 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 the Directors present must

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

26.3 The person chairing a meeting in accordance with this article is referred to as "the Chair of the Meeting".

## **27 Attendance and speaking by Directors and non-Members**

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

## **28 Adjournment**

28.1 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 Chair of the Meeting must adjourn it.

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

28.2.1 the meeting consents to an adjournment; or

28.2.2 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.

28.3 The Chair of the Meeting must adjourn a general meeting if directed to do so by the meeting.

28.4 When adjourning a general meeting, the Chair of the Meeting must:-

28.4.1 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

28.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

28.5 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:-

28.5.1 to the same persons to whom notice of the company's general meetings is required to be given; and

28.5.2 containing the same information which such notice is required to contain.

28.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **VOTING AT GENERAL MEETINGS**

### **29 Voting: general**

- 29.1 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.
- 29.2 On a vote on a resolution on a show of hands:-
- 29.2.1 every Member who (being an individual) is present in person shall have one vote; and
- 29.2.2 every proxy present who has been duly appointed by one or more Members entitled to vote on the resolution shall have one vote unless article 29.2.4 or article 29.2.5 applies;
- 29.2.3 every Member who (being a corporation) is present by a duly authorised corporate representative shall have one vote.
- 29.2.4 a proxy has one vote for and one vote against the resolution if he has been duly appointed by more than one Member entitled to vote on the resolution and he has been instructed by one or more of those Members to vote for the resolution and by one or more other of those Members to vote against it;
- 29.2.5 where a proxy has been duly appointed by more than one Member entitled to vote on the resolution and has received concrete instructions to vote in the same way from one or more of those Members and been given a discretion as to how he votes by one or more other of those Members, he may, if he chooses, cast a second vote the other way under the discretionary authority.
- 29.3 On a vote on a resolution on a poll taken at a meeting, every Member has one vote. On a poll, votes may be given personally or by proxy.

### **30 Errors and disputes**

- 30.1 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.
- 30.2 Any such objection must be referred to the Chair of the Meeting whose decision is final.

### **31 Poll votes**

A poll on a resolution may be demanded. :-

- 31.1.1 in advance of the general meeting where it is to be put to the vote; or



31.1.2 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.

31.2 A poll may be demanded by:-

31.2.1 the Chair of the Meeting;

31.2.2 the Directors;

31.2.3 two or more persons having the right to vote on the resolution; or

31.2.4 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.

31.3 A demand for a poll may be withdrawn if:-

31.3.1 the poll has not yet been taken; and

31.3.2 the Chair of the Meeting consents to the withdrawal.

31.4 Polls must be taken immediately and in such manner as the Chair of the Meeting directs.

## **32 Content of Proxy Notices**

Proxies may not validly be appointed.

32.1.1 states the name and address of the Member appointing the proxy;

32.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

32.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

32.1.4 is either delivered to the company in accordance with the Articles and any instructions contained in or accompanying the notice of the general meeting or the proxy form, or whose delivery is otherwise accepted by the Chair of the Meeting at his discretion.

32.2 The company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

32.3 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.

32.4 Unless a Proxy Notice indicates otherwise, it must be treated as:-

- 32.4.1 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
- 32.4.2 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.

### **33 Delivery of Proxy Notices**

- 33.1 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.
- 33.2 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.
- 33.3 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.
- 33.4 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.

### **34 Amendments to resolutions**

- 34.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:-
  - 34.1.1 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
  - 34.1.2 the proposed amendment does not, in the reasonable opinion of the Chair of the Meeting, materially alter the scope of the resolution.
- 34.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:-
  - 34.2.1 the Chair of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - 34.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 34.3 If the Chair of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution.

## WRITTEN RESOLUTIONS

### 35 Written resolutions

The Members may pass any resolution (other than a resolution to remove a Director or auditor before expiry of his term of office) as a written resolution in accordance with Chapter 2 of Part 13 of the Act.

## PART 5 – ADMINISTRATIVE ARRANGEMENTS

### 36 Means of communication to be used

36.1 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 Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the company.

36.2 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.

36.3 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.

### 37 Provision for employees on cessation of business

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

## DIRECTORS' AND COMPANY SECRETARY'S INDEMNITY AND INSURANCE

### 38 Indemnity

38.1 Subject to article 38.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

38.1.1 each relevant officer may be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:-

38.1.1.1 in the actual or purported execution and/or discharge of his duties or in relation to them; and

38.1.1.2 in relation to 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 Act);

including (in each case) any liability incurred by him in defending any civil or criminal proceedings in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's or an associated company's affairs; and

38.1.2 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 38.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

38.2 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.

38.3 In this article:-

38.3.1 companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate; and

38.3.2 a "relevant officer" means any Director, secretary, former Director or former secretary of the company or an associated company.

## **39 Insurance**

39.1 The Directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.

39.2 In this article:-

39.2.1 a "relevant officer " means any Director, secretary, former Director or former secretary of the company or an associated company;

39.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director or relevant secretary in connection with that Director's or secretary'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

39.2.3 companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate.

#### **40 Winding up**

40.1 The Company shall be wound up voluntarily whenever a special resolution is passed that the Company be wound up. Clause 8 of the Memorandum of Association shall have effect as if the provisions of that Clause were repeated in these Articles. For the avoidance of doubt, Clause 8 of the Memorandum of Association is repeated as article 40.2 below.

40.2 If on the winding up of the Chamber there remains any surplus after the satisfaction of all its debts and liabilities, the surplus shall not be distributed among the members of the Chamber, but shall be given or transferred to some other body (whether or not it is a member of the Chamber) having objects similar to those of the Chamber.