

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

SOUTH DRIVE RESIDENTS ASSOCIATION LIMITED

A COMPANY LIMITED BY GUARANTEE

Incorporated on 29 January 2002

Company Number 4362717

This Memorandum and Articles of Association was adopted by a Special Resolution of the Company's Annual General Meeting on 23 May 2018

MEMORANDUM OF ASSOCIATION

1. The Company's name is "SOUTH DRIVE RESIDENTS ASSOCIATION LIMITED".

2. The Company's registered office is situated in England and Wales.

3. The Company's objects are:

3.1 **To acquire, hold, manage, occupy, possess and/or administer and maintain** property, including the freehold road known as South Drive, Wokingham, Berkshire RG40 2DH and certain other property adjacent to South Drive or to South Close, Wokingham, Berkshire RG40 2DJ including, but not limited to, the road, roundabout and verges shown on the Land Registry title plan BK375450, as well as any other common areas, access ways, fences, drains, sewers, lighting, security and associated facilities ("the Managed Property"), and to do so either on its own account or as trustee, nominee or agent of any other company or person.

3.2 **To acquire and deal with and take options over any property**, real or personal, including the Managed Property including any fences that it may erect or acquire, and any rights, obligations or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender, waive, grant dispensations or dispose of or otherwise deal with all or any part of such property and any and all related rights of the Company.

3.3 **To provide services of every description in relation to the Managed Property** and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Managed Property and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Managed Property and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents in relation thereto.

3.4 **To insure the Managed Property** or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against.

3.5 **To organise and manage a Neighborhood Watch Scheme** and otherwise to provide for the safety and security of the residents of South Drive and South Close, Wokingham and their houses, property, vehicles and other belongings.

3.6 **To represent the collective views of Members** of the Company in civic matters pertaining to the character and/or amenity of South Drive and South Close, which views shall reflect the majority opinion of Members.

3.7 **To review and approve (with or without conditions) or oppose the construction** and erection of new houses, extensions and other building works on land enjoying rights of way over South Drive and/or South Close, Wokingham, Berkshire with the specific purpose of retaining the rural neighbourhood character, charm and amenities for the residents of the houses fronting onto the said South Drive or South Close.

3.8 **To collect all membership subscriptions,** contributions, donations, rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments, insurance premiums or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Managed Property or any part thereof.

3.9 **To establish, promote and provide amenities and facilities for social** and recreational pursuits for use by the residents of South Drive and South Close, Wokingham, Berkshire and their guests and visitors and generally to foster a spirit of neighbourly goodwill among members and residents.

3.10 **To establish and maintain capital reserves,** management funds and any form of sinking fund in order to pay or contribute towards all fees, costs and other expenses incurred in the implementation of the Company's objects and to require the members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined.

3.11 **To carry on any other trade or business** whatever which can in the opinion of the directors and Management Committee be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

3.12 **To improve, manage, construct, repair, develop, exchange,** let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

3.13 **To invest and deal with the moneys of the Company** not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

3.14 **To lend and advance money or give credit on any terms** and with or without security to any person, firm or company, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company.

3.15 **To borrow and raise money in any manner** and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

3.16 **To draw, make, accept, endorse, discount, negotiate, execute and issue cheques**, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

3.17 **To enter into any arrangements with any government or authority** (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

3.18 **To pay all or any expenses** incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.

3.19 **To distribute among the members of the Company in kind any property** of the Company of whatever nature.

3.20 **To do all or any of the above either as principals, agents, contractors or otherwise**, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

3.21 **To do all such other things as may be deemed incidental** or conducive to the attainment of the Company's objects or any of them.

AND so that:-

3.22 None of the objects set forth in this clause shall be restrictively construed but the widest interpretation shall be given to each such object.

3.23 In this clause the expression "the Act" means the Companies Act 2006, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The liability of the Members is limited.

5. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while a Member or within one year after ceasing to be a Member, for payment of the Company's debts and liabilities contracted before ceasing 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.

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PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. DEFINED TERMS

In the articles, unless the context requires otherwise—

“**Articles**” means the company’s Articles of Association;

“**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;

“**Chair**” when referring to a person has the meaning given in Article 12 and “**Chair of the Meeting**” has the meaning given in Article 25;

“**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 registered director of the company, and any person occupying the position of director, by whatever name called, including members of the Management Committee duly appointed by Members in General Meeting;

“**document**” includes any document sent or supplied in electronic form;

“**electronic form**” has the meaning given in section 1168 of the Companies Act 2006;

“**Management Committee**” means a group of Members, which may include Directors, who are delegated by Members in General Meeting to manage the day-to-day affairs of the company.

“**Member**” has the meaning given in section 112 of the Companies Act 2006;

“**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 10;

“**proxy notice**” has the meaning given in article 31;

“**special resolution**” has the meaning given in section 283 of the Companies Act 2006;

“**writing**” means the representation or reproduction of words, symbols or other information in a visible form whether sent or supplied in electronic form or otherwise.

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.

2. LIABILITY OF MEMBERS

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 or she is a Member or within one year after he ceases to be a Member, for payment of the company's debts and liabilities contracted before he ceases to be a Member, payment of the costs, charges and expenses of winding up, and adjustment of the rights of the contributories among themselves.

PART 2 **DIRECTORS**

DIRECTORS' POWERS AND RESPONSIBILITIES

3. DIRECTORS' GENERAL AUTHORITY

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.

4. MEMBERS' RESERVE POWER

- (1) The Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.
- (2) No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

5. DIRECTORS MAY DELEGATE

- (1) Subject to the articles, the Directors may delegate any of the powers which are conferred on them under the articles:
 - (a) to a committee or to a Member;
 - (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.
- (2) Where powers are delegated to a Management Committee, the members of the Management Committee need not necessarily be Directors if they are appointed to the Management Committee by the General Meeting and agree to serve on the Management Committee.
- (3) 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) The Members or Directors may revoke any delegation or alter its terms and conditions.
- (5) Any Director may be a Member of a Management Committee or any other committee.

6. MANAGEMENT COMMITTEE

- (1) The Management Committee must follow procedures that are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Directors.
- (2) The General Meeting may make rules of conduct and procedure for the Management Committee or any other committees which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS & MANAGEMENT COMMITTEE

7. COLLECTIVE DECISION MAKING

- (1) The general rule about decision-making by Directors and the Management Committee is that any decision must be either a majority decision at a meeting or a decision taken in accordance with article 8.
- (2) If the company only has one Director, the general rule does not apply, and the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.

8. UNANIMOUS DECISIONS

- (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.
- (2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or a written communication (including email) to which each eligible Director has otherwise indicated agreement in writing.
- (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.
- (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.

9. CALLING A MEETING

- (1) Any Director may call a Directors' meeting by giving notice of the meeting to all other Directors or by authorising the Company Secretary (if any) to give such notice.
- (2) Notice of any Directors' meeting must indicate its proposed date and time, where it is to take place; and 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.
- (3) Notice of a Directors' meeting must be given to each Director but need not be in writing.

- (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. PARTICIPATION IN MEETINGS

- (1) Subject to these 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 these 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.
- (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.
- (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 located.

11. QUORUM FOR MEETINGS

- (1) At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (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.
- (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.

12. CHAIRING OF MEETINGS

- (1) The Directors may appoint a person to chair their meetings.
- (2) The person so appointed for the time being is known as the Chair.
- (3) The Directors may terminate the Chair's appointment at any time.
- (4) If the Chair is not present 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.

13. CASTING VOTE

- (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.

- (2) But this does not apply if, in accordance with these Articles, the Chair or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

14. CONFLICTS OF INTEREST

- (1) If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the company in which a Director is interested, that Director must disclose his or her interest to the other Directors and is not to be counted as participating in the decision-making process for quorum or voting purposes.
- (2) But if paragraph (3) applies, a Director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- (3) This paragraph applies when:
 - (a) the company by ordinary resolution disapplies the provision of these Articles which would otherwise prevent a Director from being counted as participating in the decision-making process; or
 - (b) the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (c) the Director's conflict of interest arises from a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the company.
- (5) For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.
- (6) Subject to paragraph (7), if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair whose ruling in relation to any Director other than the Chair is to be conclusive.
- (7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

15. RECORDS OF DECISIONS

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.

16. DISCRETION TO MAKE FURTHER RULES

Subject to these Articles, the General Meeting may make rules in relation to Members, procedure at General Meetings and at meetings of the Management Committee in relation to financial matters and any operational matters that they think fit and shall communicate such rules to all Members.

APPOINTMENT OF DIRECTORS

17. METHODS OF APPOINTING DIRECTORS

- (1) Any person who is willing to act as a Director or as a Member of a Management Committee, and is permitted by law to do so, may be appointed to be a Director or Management Committee member by ordinary resolution of the Members in General Meeting.
- (2) In any case where, as a result of death, the company has 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. For the purposes of paragraph (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.

18. TERMINATION OF DIRECTORS' APPOINTMENT

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) by reason of that person's mental health, a Court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (f) 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

- (1) It is not expected that Directors of the company will be remunerated, but in exceptional circumstances Directors may undertake, and be remunerated for, any services for the company that the Directors unanimously decide.
- (2) In those exceptional circumstances, Directors are entitled to such remuneration as the Directors determine for the services they undertake.

20. DIRECTORS' EXPENSES

The company may pay any reasonable expenses which the Directors properly incur in connection with the discharge of their responsibilities and the performance of any specific tasks approved by the Members of the company in a General Meeting or by the Directors.

PART 3 **MEMBERS**

BECOMING AND CEASING TO BE A MEMBER

21. APPLICATIONS FOR MEMBERSHIP

No person shall become a Member of the company unless:

- (a) that person is a freehold owner or leasehold occupier of a residence that enjoys rights of access onto or rights of way along South Drive and/or South Close Wokingham and has completed an application for membership in a form approved by the Directors, and
- (b) the Directors have approved the application, and
- (c) the applicable subscription has been paid by the required date.

22. TERMINATION OF MEMBERSHIP

- (1) A Member may withdraw from membership of the company by giving 7 days' notice to the company in writing.
- (2) A Member's membership may be terminated if the General Meeting, by at least a two thirds majority of Members present and voting, should decide that a Member's conduct is so disruptive as to impede the efficient and proper operation of the company or its meetings or negates any of the objects of the company as set out in the Memorandum of Association.
- (2) Membership is not transferable.
- (3) A person's membership terminates when that person dies or ceases to own or reside in a residence that has access onto South Drive or South Close.

ORGANISATION OF GENERAL MEETINGS

23. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- (1) A Member 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 any information or opinions which that person has on the business of the meeting.
- (2) A Member 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 such resolutions are passed at the same time as the votes of all other persons attending the meeting.
- (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.

- (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. QUORUM FOR GENERAL MEETINGS

No business other than the appointment of the Chair of the meeting is to be transacted at a General Meeting if the Members attending it do not constitute a quorum of at least one third of the total number of Members of the company.

25. CHAIRING GENERAL MEETINGS

- (1) If the Directors have appointed a Chair, the Chair shall chair General Meetings if present and willing to do so.
- (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, or the Members present at 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.
- (3) The person chairing a Meeting in accordance with these Articles is referred to as “the Chair of the Meeting”.

26. ATTENDANCE AND SPEAKING BY 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.

27. ADJOURNMENT

- (1) If the Members 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.
- (2) The Chair of the Meeting may adjourn a General Meeting if the Meeting consents to an adjournment, or it appears to the Chair of the Meeting that an adjournment is necessary to protect the safety of any person attending the Meeting or to ensure that the business of the Meeting is conducted in an orderly manner.
- (3) The Chair of the Meeting must adjourn a Meeting if directed to do so by the Meeting.
- (4) When adjourning a General Meeting, the Chair of the Meeting must 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 have regard to any directions as to the time and place of any adjournment which have been given by the Meeting.

- (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) to the same persons to whom notice of the company's General Meetings is required to be given, and containing the same information which such notice is required to contain.
- (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

28. VOTING: GENERAL

A resolution put to the vote of a General Meeting must be decided by a simple majority on a show of hands unless a poll is duly demanded in accordance with these Articles. Only one vote may be cast with respect to each residence that enjoys rights of access onto or rights of way along South Drive and/or South Close.

29. ERRORS AND DISPUTES

- (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.
- (2) Any such objection must be referred to the Chair of the Meeting whose decision is conclusive.

30. POLL VOTES

- (1) A poll on a resolution, using voting cards in place of a show of hands, may be demanded:
 - (a) in advance of the General Meeting where the resolution 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.
- (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.
- (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.
- (4) Polls must be taken immediately and in such manner as the Chair of the Meeting directs.

31. CONTENT OF PROXY NOTICES

- (1) Any Member entitled to attend and vote at a General Meeting of the company may appoint another person, whether a Member or not, as their proxy, and the proxy shall have the same right as the Member to speak and vote at the meeting.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (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.
- (4) Unless a proxy notice indicates otherwise, a proxy:
 - (a) has discretion as to how to vote on any matter and on any ancillary or procedural resolutions put to the Meeting, and
 - (b) on any adjournment of the General Meeting to which it relates as well as the Meeting itself.

32. AMENDMENTS TO RESOLUTIONS

- (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 Chair of the Meeting, materially alter the scope of the resolution.
- (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.
- (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.

PART 4
ADMINISTRATIVE ARRANGEMENTS

33. MEANS OF COMMUNICATION

- (1) Subject to these Articles, anything sent or supplied by or to the company under these 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.
- (2) Subject to these 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.
- (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.

DIRECTORS' INDEMNITY AND INSURANCE

34. DIRECTORS AND OFFICERS LIABILITY INSURANCE

- (1) The Directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any Relevant Director or officer in respect of any Relevant Loss.
- (2) In this article:
 - (a) a "Relevant Director" means any Director or former director of the 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.

End of Memorandum and Articles of Association