

COMPANY NO. 00062753

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY GUARANTEE

**ARTICLES OF ASSOCIATION OF
HALLÉ CONCERTS SOCIETY**

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PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

1. DEFINED TERMS AND INTERPRETATION

1.1 In the articles, unless the context requires otherwise:

“**address**” has the meaning given in section 1148 of the Companies Act 2006;

“**Annual Subscription**” has the meaning given in article 26.2;

“**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**” has the meaning given in article 13.2;

“**clear days**” in relation to a notice, excludes the day the notice is deemed under the articles to be given and the day on which the specified period expires;

“**Chief Executive Officer**” means the Chief Executive Officer of the company appointed by the board from time to time pursuant to these presents;

“**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;

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

“**eligible director**” has the meaning given in article 9.3;

“**Environmental Body**” means the organisation registered by the company with Entrust in order to receive landfill tax monies from Landfill Operators;

“**group undertaking**” means a group undertaking (within the meaning of section 1161(5) of the Companies Act 2006) in relation to the company;

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

“**instrument**” means a document in hard copy form;

“**Landfill Communities Fund**” means the tax credit scheme operated by the UK government enabling Landfill Operators to environmental bodies to carry out projects that meet environmental objects contained in the Landfill Tax Regulations 1996;

“**Landfill Operator**” means an operator of a landfill site registered pursuant to the Landfill Tax Regulations 1996;

“**member**” has the meaning given in section 112 of the Companies Act 2006 and the term “**member**” shall apply to both the Permanent Members and Subscribing Members as defined herein these articles;

“**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;

“**Permanent Members**” means those members of the company that have been, or are from time to time, designated as permanent members by the board;

“**proxy notice**” has the meaning given in article 38.2;

“**relevant officer**” means any person who is or was at any time a director, secretary or other officer (except an auditor) of the company or any group undertaking;

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

“**Subscribing Members**” has the meaning given in article 26.1;

“**subsidiary**” has the meaning given in section 1159 of the Companies Act 2006; 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 The relevant model articles (within the meaning of section 20 of the Companies Act 2006) are excluded.
- 1.3 Unless the context otherwise requires, other words or expressions contained in the articles bear the same meaning as in the Companies Act 2006 as in force on the date when the articles become binding on the company.
- 1.4 Except where the contrary is stated or the context otherwise requires, any reference in the articles to a statute or statutory provision includes any order, regulation, instrument or other subordinate legislation made under it for the time being in force, and any reference to a statute, statutory provision, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force.
- 1.5 Words importing the singular number only include the plural and vice versa. Words importing the masculine, feminine or neuter gender include all other genders. Words importing persons include an individual, firm, partnership, body corporate, corporation, association, organisation, government, state, foundation or trust, in each case whether or not having separate legal personality.
- 1.6 The words “other”, “including”, “includes”, “include”, “in particular” and any similar words shall not limit the general effect of words that precede or follow them and the ejusdem generis rule shall not apply.

2. LIABILITY OF MEMBERS

2.1 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 they are a member or within one year after they cease to be a member, for:

2.1.1 payment of the company's debts and liabilities contracted before they cease 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 OBJECTS

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 The objects of the company shall be limited in accordance with the provisions appearing in the Appendix to these Articles.

4. POWER TO CHANGE THE COMPANY'S NAME

4.1 The directors may, by majority decision, from time to time change the name 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:

6.1.1 to such person or committee;

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

6.1.3 to such an extent;

6.1.4 in relation to such matters or territories; and

6.1.5 on such terms and conditions,

as they think fit. The power to delegate shall be effective in relation to the powers, authorities and discretions of the directors generally and shall not be limited by the fact that in certain of the articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the directors or by a committee authorised by the directors.

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 at any time.

7. COMMITTEES

7.1 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.

7.2 A member of a committee need not be a director.

7.3 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

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.

8.2 If:

8.2.1 the company only has one director, and

8.2.2 no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

8.3 Notwithstanding the foregoing articles, where Landfill Communities Funds are to be discussed at a meeting of the board or sub-committee, in the event of a quorate meeting, or any meeting where local authority or Landfill Operator representatives could have control the Environmental Body through exercising their votes:

8.3.1 for a decision to be made, the number of independent votes shall always be required to outnumber those votes of the local authority or Landfill Operator representatives; and

8.3.2 where there is a tied vote, and the chair is a local authority or Landfill Operator representative, then the casting vote awarded to the chair under these articles shall transfer to an independent member.

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 signed by each eligible director (whether or not each signs the same document) or to which each eligible director has otherwise indicated agreement in writing.

9.3 References in the articles 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 (but excluding any director whose vote is not to be counted in respect of that particular matter).

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:

10.2.1 its proposed date and time;

10.2.2 where it is to take place; and

10.2.3 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.

10.3 Notice of a directors' meeting need not be in writing and must be given to each director provided that, if a director is absent (whether habitually or temporarily) from the United Kingdom, the company has an address for the director for sending or receiving documents or information by electronic means to or from the director outside the United Kingdom.

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 seven 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.

11. PARTICIPATION IN DIRECTORS' MEETINGS

11.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

11.1.1 the meeting has been called and takes place in accordance with the articles, and

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

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 or where the largest group of those participating is assembled or, if there is no such group, where the chairperson of the meeting then is.

11.4 For the avoidance of doubt, directors may participate and be counted for quorum purposes in a meeting of the board by telephone or videoconferencing.

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 and unless otherwise fixed it is four, provided that:

12.2.1 if and so long as there is only one director the quorum shall be one; and

12.2.2 for the purposes of any meeting held to authorise a director's conflict, if there is only one director besides the director concerned and directors with a similar interest, the quorum shall be one.

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:

12.3.1 to appoint further directors, or

12.3.2 to call a general meeting so as to enable the members to appoint further directors.

13. CHAIRING OF DIRECTORS' MEETINGS

13.1 The directors may appoint a director to chair their meetings.

13.2 The person so appointed for the time being is known as the chair.

13.3 The directors may terminate the chair's appointment at any time.

13.4 If no director has been appointed chair, or the chair is unwilling to chair the meeting or 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.

14. CASTING VOTE

14.1 If the numbers of votes validly cast for and against a proposal are equal, the chair or other director chairing the meeting has a casting vote in addition to the vote or votes which he may be entitled as a member.

14.2 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.

15. DIRECTORS' INTERESTS IN TRANSACTIONS AND VOTING

15.1 Without prejudice to such disclosure as is required under section 177 or section 182 of the Companies Act 2006, a director may be a party to, or otherwise interested in, any transaction or arrangement with the company. Subject to the terms of any authorisation made under article 16, no director shall:

15.1.1 by reason of their office be accountable to the company for any benefit which they derive from any interest in any transaction or arrangement with the company, and no such benefit shall constitute a breach of the duty under the Companies Act 2006 not to accept benefits from third parties, and no such transaction or arrangement shall be liable to be avoided on the ground of any such benefit;

15.1.2 be in breach of their duties as a director by reason only of excluding themselves from the receipt of information, or from taking part in any decision-making or discussion (whether at meetings of the directors or otherwise), that will or may relate to any interest they may have in any such transaction or arrangement; or

15.1.3 be required to disclose to the company, or use in relation to the company's affairs, any confidential information obtained by them in connection with any such transaction or arrangement if their doing so would result in a breach of a duty or an obligation of confidence owed by them in that connection.

15.2 The general rule is that a director shall be entitled for quorum and voting purposes to participate in the decision-making process on any resolution concerning a matter in which they have, directly

or indirectly, an interest or duty that conflicts or may conflict with the interests of the company, but this article shall not absolve them of any duty they may have pursuant to section 175 of the Companies Act 2006 and is without prejudice to the operation of article 15.1 and subject to the terms of any authorisation made under it.

- 15.3 Subject to article 15.4, 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 final and conclusive.
- 15.4 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.

16. DIRECTORS' SITUATIONAL CONFLICTS OF INTEREST

- 16.1 Provided that they have duly disclosed the nature and extent of any material interest they have, a director may, notwithstanding their office or that, without the authorisation conferred by this article 16.1, they would or might be in breach of their duty under section 175 of the Companies Act 2006 to avoid conflicts of interest:
- 16.1.1 be interested in shares or other securities issued by the company or by any group undertaking, or by any other undertaking promoted by the company or any group undertaking, or in which the company or any group undertaking is otherwise interested;
 - 16.1.2 be party to, or otherwise interested in, any transaction or arrangement with any group undertaking or any such other undertaking;
 - 16.1.3 be a director or other officer of, or employed by, or owe any duty to, any group undertaking or any such other undertaking; or
 - 16.1.4 otherwise be interested in any group undertaking or any such other undertaking.
- 16.2 No director shall:
- 16.2.1 by reason of their office be accountable to the company for any benefit which they derive from any office or employment, or by virtue of any interest, participation or duty, that they are authorised under article 16.1 to have (and no such benefit shall constitute a breach of the duty under the Companies Act 2006 not to accept benefits from third parties, and no transaction or arrangement shall be liable to be avoided on the ground of any such benefit);
 - 16.2.2 be in breach of their duties as a director by reason only of their excluding themselves from the receipt of information, or from taking part in any decision-making or discussion (whether at meetings of the directors or otherwise), that will or may relate to any such office, employment, interest, participation or duty; or
 - 16.2.3 be required to disclose to the company, or use in relation to the company's affairs, any confidential information obtained by them in connection with any such office, employment, interest, participation or duty if their doing so would result in a breach of a duty or an obligation of confidence owed by them in that connection.
- 16.3 The directors may, if the quorum and voting requirements set out below are satisfied, authorise any matter that would otherwise involve a director breaching their duty under section 175 of the

Companies Act 2006 to avoid conflicts of interest, and any director (including the director concerned) may propose that the director concerned be authorised in relation to any matter the subject of such a conflict provided that:

16.3.1 such proposal and any authority given by the directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the directors under the provisions of the articles, except that the director concerned and any other director with a similar interest:

- (a) shall not be counted for quorum purposes as taking part in the decision-making process while the conflict is under consideration;
- (b) may, if the other directors so decide, be excluded from taking part in the decision-making process while the conflict is under consideration; and
- (c) shall not vote on any resolution authorising the conflict except that, if any such director does vote, the resolution will still be valid if it would have been agreed to if their vote had not been counted; and

16.3.2 where the directors give authority in relation to such a conflict:

- (a) they may (whether at the time of giving the authority or at any time or times subsequently) impose such terms upon the director concerned as they may determine, including the exclusion of the director from the receipt of information or participation in any decision-making or discussion (whether at meetings of the directors or otherwise) related to the matter giving rise to the conflict;
- (b) the director concerned will be obliged to comply with any terms imposed from time to time by the directors in relation to the conflict but will not be in breach of their duties as a director by reason of their doing so;
- (c) the authority may provide that, where the director concerned obtains (otherwise than by virtue of their position as a director of the company) information that is confidential to a third party, the director will not be obliged to disclose that information to the company, or to use the information in relation to the company's affairs, where to do so would amount to a breach of that confidence;
- (d) the authority may also provide that the director concerned shall not be accountable to the company for any benefit that they receive as a result of the matter giving rise to the conflict;
- (e) the receipt by the director concerned of any remuneration or benefit as a result of the matter giving rise to the conflict shall not constitute a breach of the duty under the Companies Act 2006 not to accept benefits from third parties;
- (f) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
- (g) the directors may withdraw such authority at any time.

17. RECORDS OF DECISIONS TO BE KEPT

17.1 The directors must ensure that the company keeps a record, in hard copy form, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

18. DIRECTORS' RULES AND APPOINTMENTS

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.

APPOINTMENT OF DIRECTORS

18.2 The maximum number of directors that may sit on the board at any time is 13 and of the 13 directors:

18.2.1 not more than ten (hereinafter called "**Elected Directors**") shall be nominated and elected as hereinafter provided; and

18.2.2 not more than three (hereinafter called "**Nominated Directors**") shall be appointed by the board on the nomination of the Manchester City Council (as to one Nominated Director) and the Greater Manchester Combined Authority (as to two Nominated Directors).

18.3 Nominated Directors shall hold office for such time as the board may determine except that a nominating authority may terminate the office of any of its nominees at any time.

18.4 It is expected that each Director will serve for a minimum term of three years from the annual general meeting of the company at which they were appointed/reappointed. Reappointment for a second term will require the prior approval of the Board. Continuing in office for more than six years shall only apply in exceptional cases with the prior approval of the Board. All other directors may be removed or resign at any time.

18.5 Every candidate for election to the board, unless he is recommended by the board, shall be nominated by ten members of the company, and no member shall take part in the nomination of more than one candidate. Nominations shall be made in writing and shall be forwarded to the secretary at least 14 days before the date of the annual meeting and if the number of persons recommended by the board or nominated as aforesaid shall exceed the number of vacancies a list of the persons so recommended or nominated with, in the case of nominated persons, the names of their nominators, shall be sent by the secretary to each member not less than seven days before the date of the Annual Meeting. The election of the members so recommended or nominated shall be determined at the Annual Meeting by a ballot conducted at such meeting in such manner as the chair of the meeting may decide.

18.6 If there shall be fewer candidates nominated and willing to serve than vacancies, then the vacancies may be filled up by the board by electing such persons as the board think fit and persons so elected shall be deemed for all purposes to have been elected by the company in a general meeting.

18.7 Vacancies caused by death or bankruptcy or resignation or otherwise caused by the operation of the articles may also be filled up by the board. The directors so elected by the board shall retire at the time when the directors whose place they fill respectively would have retired in accordance with this article.

- 18.8 If the company has no directors and, by virtue of death or bankruptcy, no member is capable of acting, the transmittee of the last member to have died or to have had a bankruptcy order made against them has the right, by notice in writing, to appoint a person to be a director.
- 18.9 For the purposes of these articles, where two 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.

CHIEF EXECUTIVE AND OTHER APPOINTMENTS

- 18.10 The board may from time to time appoint a Chief Executive Officer of the company for such period and on such terms as to remuneration and otherwise as it thinks fit and may at any time (but without prejudice to any rights he may have against the company) remove any Chief Executive Officer so appointed.
- 18.11 The board may from time to time appoint:
- 18.11.1 a Patron of the Society;
 - 18.11.2 a President of the Society;
 - 18.11.3 one or more Vice-Presidents of the Society; and
 - 18.11.4 Honorary Members of the Society,
- and may make such other honorary appointments as it may at any time determine. Any such appointees shall hold office for such period and subject to such terms and conditions as the board may determine.

19. TERMINATION OF DIRECTOR'S APPOINTMENT

- 19.1 A person ceases to be a director as soon as:
- 19.1.1 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;
 - 19.1.2 a bankruptcy order is made against that person;
 - 19.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 19.1.4 they become, in the opinion of all their co-directors, physically or mentally incapable of discharging their duties as a director;
 - 19.1.5 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; or
 - 19.1.6 they are otherwise duly removed from office.

20. DIRECTORS' REMUNERATION

- 20.1 Except with the consent of the company in general meeting, the directors shall not be entitled to any remuneration. Any resolution giving such consent shall specify the amount of remuneration to be paid to the directors and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

21. DIRECTORS' EXPENSES

- 21.1 The company may pay any reasonable expenses which the directors (and any alternate directors or company secretary) properly incur in connection with their attendance at:

- 21.1.1 meetings of directors or committees of directors,
 - 21.1.2 general meetings, or
 - 21.1.3 separate meetings of the holders of debentures of the company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

ALTERNATE DIRECTORS

22. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 22.1 The directors may, by majority decision, appoint as an alternate any other director, or any other person, to:
 - 22.1.1 exercise that director's powers; and
 - 22.1.2 carry out that director's responsibilities,in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.
- 22.2 Any appointment or removal of an alternate must identify the proposed alternate and be effected by notice in writing to the company signed by their appointor, or in any other manner approved by the directors.

23. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

- 23.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 23.2 Except as the articles specify otherwise, alternate directors:
 - 23.2.1 are deemed for all purposes to be directors;
 - 23.2.2 are liable for their own acts and omissions;
 - 23.2.3 are subject to the same restrictions as their appointors; and
 - 23.2.4 are not deemed to be agents of or for their appointors,and, in particular, each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which their appointor is a member.
- 23.3 A person who is an alternate is entitled, in the absence of their appointor, to form part of the quorum and vote as alternate (in addition to their own vote if they are a director and to any other vote they may have as alternate for another appointor) in any decision-making of the directors, but:
 - 23.3.1 only if their appointor is an eligible director in relation to that decision;
 - 23.3.2 not if they are themselves a director but are not so eligible; and
 - 23.3.3 they shall not count as more than one director for the purposes of determining whether there is a quorum, whether in relation to a meeting of the directors or a unanimous decision.
- 23.4 Where an alternate participates in a unanimous decision it is not necessary for their appointor also to participate in it.

23.5 An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

24. TERMINATION OF ALTERNATE DIRECTORSHIP

24.1 An alternate director's appointment as an alternate terminates:

24.1.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

24.1.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;

24.1.3 on the death of the alternate's appointor;

24.1.4 when the alternate's appointor's appointment as a director terminates; or

24.1.5 when the alternate is removed in accordance with the articles.

PART 3 MEMBERS

25. MEMBERSHIP

25.1 The company shall admit to membership an individual or organisation which:

25.1.1 applies to the company using the application process approved by the directors; and

25.1.2 is approved by a majority of the directors.

25.2 The election or rejection of all candidates for future admission into the company shall be determined by the majority of directors for the time being present at any meeting of the board and all questions concerning the election of such candidates shall be decided by a vote if any director then present shall so require.

25.3 The directors may in their absolute discretion decline to accept any application for membership and need not give reasons for doing so.

25.4 The directors may prescribe criteria for membership of the company but shall not be obliged to accept persons fulfilling those criteria as members.

25.5 The number of members of the company shall be unlimited.

25.6 The directors may:

25.6.1 establish different classes of members and set out the different rights and obligations for each class; and

25.6.2 on admitting an individual or organisation to membership of the company, designate whether they are a Permanent Member or a Subscribing Member.

25.7 Each member of the company (other than a Subscribing Member as defined at article 26.1) shall be liable to contribute and shall when demanded pay to the company the contribution which the board shall have determined and agreed with such member on the occasion of his becoming a member of the company. Provided that nothing herein contained shall impose on any member of the company who became a member thereof on or before the 31st day of October 1979 any greater

liability than he already has arising out of such membership. The liability to the contribution shall be additional to and without prejudice to any liability in case of winding-up.

- 25.8 The board may from time to time make such calls as they think fit upon each member in respect of the money unpaid on his contribution, and each member shall pay the amount of every call so made upon him to the persons in the manner and at the times and places appointed by the board.
- 25.9 A call shall be deemed to have been made at the time when the resolution of the board authorising such call was passed.
- 25.10 Twenty-eight days' notice of any call shall be given, specifying the time and place of payment, and to whom and in what manner such call shall be paid; but in any action or proceeding which may be taken to recover any call, it shall not be necessary to prove that the said notice was given.
- 25.11 If the sum payable in respect of any call, or instalment, be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalment shall be due, shall pay interest for the same at the rate of £5 per centum per annum, or such higher rate not exceeding £10 per centum per annum, as the board may from time to time determine, from the day appointed for the payment thereof to the time of the actual payment.
- 25.12 The board may receive from any member willing to advance the same, and upon such terms and conditions as they think fit, all or any part of the moneys to which such member may be liable in respect of the contribution.

26. SUBSCRIBING MEMBERS

- 26.1 In addition to the Permanent Members, there shall be a class of temporary members (the "**Subscribing Members**") elected by the board pursuant to article 25 to such total number as the board shall determine from time to time, and such Subscribing Members shall, subject to the following provisions, be members of the company for all the purposes of its articles of association, including the liability to contribute under these articles but excluding that under article 25.
- 26.2 A Subscribing Member shall pay to the company an annual subscription ("**Annual Subscription**") the amount which shall be determined and shall be alterable by the board from time to time such annual subscription being payable in the first place on his election and subsequently on or before the first day of August in each ensuing calendar year and shall remain a member of the company for so long as he shall continue to pay such annual subscription or until his membership is terminated by the board.

27. TRANSFER OF MEMBERSHIP

- 27.1 A member may not transfer his membership to another person unless:
- 27.1.1 the board has provided written approval of the transfer of his membership;
 - 27.1.2 such person fulfils the membership criteria set out in these articles or elsewhere; and
 - 27.1.3 an instrument of transfer in any usual form or in any form approved by the directors is prepared and validly executed and a copy of the transfer instrument is properly delivered to the company.
- 27.2 Following deposit of the instrument of transfer at the registered office, the secretary shall, as soon as reasonably practicable, register the transferee in the register of members of the company and notify the transferee of the date he becomes a member.

- 27.3 When a member dies or becomes bankrupt (if an individual) or goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company (if a company), the membership shall automatically terminate and the member shall be removed from the register of members. For the avoidance of doubt, shall not pass to the personal representatives, trustee in bankruptcy, supervisor, receiver, administrator or administrative receiver (as appropriate).
- 27.4 A member may withdraw from membership of the company by giving 7 days' notice to the company in writing and any person ceasing to be a member shall be removed from the register of members.

28. TERMINATION OF MEMBERSHIP AND EXPULSION OF A MEMBER

- 28.1 The directors may terminate the membership of any member without his consent, by giving the aforesaid written notice if, in the reasonable opinion of the directors, he:
- 28.1.1 has conducted himself in such a manner which has or is likely to have an adverse effect on the company or bring the company or any or all of the members and directors into disrepute; or
 - 28.1.2 has acted or has threatened to act in a manner which is contrary to the interests of the company as a whole; or
 - 28.1.3 has failed to observe the terms of these articles; or
 - 28.1.4 in the case of a Subscribing Member, s/he/it has failed to pay its Annual Subscription.
- 28.2 Following such termination, the member shall be removed from the register of members.
- 28.3 The notice to the member may give the member the opportunity to be heard in writing or in person as to why his membership should not be terminated. The directors may then consider any representations made by the member and inform the member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the membership of any member.
- 28.4 A member whose membership is terminated under this article shall not be entitled to a refund of any subscription fees and shall remain liable to pay to the company any subscription or other sum owed by him.

29. BORROWING POWERS

- 29.1 The board may from time to time, at their discretion, borrow from the board members, or other persons, any sum or sums of money for the purposes of the company.
- 29.2 The board may raise or secure the repayment of such moneys in such manner, and upon such terms and conditions in all respects as they think fit; and, in particular, by the issue of debentures of the company charged upon all or any part of the property of the board (both present and future), the company can legally mortgage
- 29.3 The board shall cause a proper register to be kept in accordance with the Act of all mortgages and charges specifically affecting the property of the company and all floating charges on the undertaking or any property of the company.

PART 4
DECISION-MAKING BY MEMBERS

30. ORGANISATION OF GENERAL MEETINGS

- 30.1 A general meeting of the company and an annual general meeting shall be held at such place as the board may determine and may be held via videoconferencing or telephone if the directors decide as such.
- 30.2 An annual general meeting of the company must be held in each subsequent year and not more than 15 months may elapse between successive annual general meetings.
- 30.3 All general meetings of the company other than the annual general meetings shall be called general meetings.
- 30.4 The board may, whenever they think fit, and they shall, upon requisition in writing by not less than 15 members, convene a general meeting.
- 30.5 Any such requisition shall specify the object of the meeting required and shall be signed by the members making the same and shall be deposited by email to a designated email address of the company or post or by hand at the office of the company.
- 30.6 If the board fail to convene a general meeting within twenty-one clear days from the time of such deposit, the requisitionists may themselves convene a meeting at any time within two months from the deposit of the requisition.
- 30.7 The minimum periods of notice required to hold a general meeting of the company are 21 clear days for an annual general meeting and 14 clear days for all other general meetings.
- 30.8 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting who together hold not less than 90 per cent of the total voting rights of the company.
- 30.9 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under the Companies Act and these articles.
- 30.10 The notice must be given to all the members and to the directors and auditors in accordance with the Companies Act. The company may send a notice of meeting by making it available on a website or by sending it in electronic form.
- 30.11 The accidental omission to give any such notice to any of the members shall not invalidate any resolution passed at any such meeting.

31. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 31.1 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.
- 31.2 A person is able to exercise the right to vote at a general meeting when:
- 31.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

31.2.2 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.

31.3 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.

31.4 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.

31.5 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.

31.6 Directors may attend and speak at general meetings, whether or not they are members.

31.7 The chair of the meeting may permit other persons who are not:

31.7.1 members, or

31.7.2 otherwise entitled to exercise the rights of members in relation to general meetings, to attend and speak at a general meeting.

32. QUORUM FOR GENERAL MEETINGS

32.1 The quorum for general meetings may be fixed from time to time by a decision of the directors and unless otherwise fixed it is five.

32.2 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.

33. CHAIRING GENERAL MEETINGS

33.1 If the directors have appointed a chair, the chair shall chair general meetings if present and willing to do so.

33.2 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:

33.2.1 the directors present, or

33.2.2 (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.

33.3 The person chairing a meeting in accordance with this article is referred to as "**the chair of the meeting**".

34. ADJOURNMENT

34.1 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, if the meeting was convened by the members, the meeting shall be dissolved and, in any other case, the chair of the meeting must adjourn it. If at the adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, the members present shall constitute a quorum.

- 34.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- 34.2.1 the meeting consents to an adjournment, or
 - 34.2.2 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.
- 34.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 34.4 When adjourning a general meeting, the chair of the meeting must:
- 34.4.1 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
 - 34.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 34.5 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 seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 34.5.1 to the same persons to whom notice of the company's general meetings is required to be given, and
 - 34.5.2 containing the same information which such notice is required to contain.
- 34.6 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

35. VOTING: GENERAL

- 35.1 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.
- 35.2 At any general meeting every member who is present in person (or by proxy):
- 35.2.1 shall on a show of hands have one vote; and
 - 35.2.2 shall on a poll have one vote.

36. ERRORS AND DISPUTES

- 36.1 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.
- 36.2 Any such objection must be referred to the chair of the meeting, whose decision is final.

37. POLL VOTES

- 37.1 A poll on a resolution may be demanded:
- 37.1.1 in advance of the general meeting where it is to be put to the vote, or
 - 37.1.2 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.
- 37.2 A poll on a resolution may be demanded by:

- 37.2.1 the chair of the meeting;
- 37.2.2 the directors;
- 37.2.3 any qualifying person (as defined in section 318 of the Companies Act 2006) present and entitled to vote on the resolution.

37.3 A demand for a poll may be withdrawn if:

- 37.3.1 the poll has not yet been taken, and
- 37.3.2 the chair of the meeting consents to the withdrawal.

A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

37.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

38. CONTENT OF PROXY NOTICES

38.1 No person shall be appointed a proxy who is not a member of the company, and qualified to vote.

38.2 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which:

- 38.2.1 states the name and address of the member appointing the proxy;
- 38.2.2 identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
- 38.2.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- 38.2.4 is delivered to the company in accordance with the articles not less than 48 hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the general meeting to which they relate (but notwithstanding this an appointment of a proxy may be accepted by the directors at any time prior to the meeting at which the person named in the appointment proposes to vote (or, where a poll is demanded at the meeting, but not taken forthwith, at any time prior to the taking of the poll)).

38.3 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

38.4 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, but the company shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so.

38.5 On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one member entitled to vote on the resolution and:

- 38.5.1 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, or
- 38.5.2 has been instructed to vote the same way (either for or against) on the resolution by all of those members except those who have given the proxy discretion as to how to vote on the resolution,

the proxy is entitled to one vote for and one vote against the resolution.

38.6 Unless a proxy notice indicates otherwise, it must be treated as:

38.6.1 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

38.6.2 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.

39. DELIVERY OF PROXY NOTICES

39.1 The instrument appointing a proxy shall be delivered to the company not less than forty-eight hours (not including Saturday, Sunday, or any other day on which banks are not open in London for normal banking business) before the time for holding the meeting at which the person named in such instrument proposes to vote, but no instrument appointing a proxy shall be valid after the expiration of three months from the date of its execution.

39.2 If a proxy instrument is delivered less than forty-eight hours before the meeting, it will be at the directors' unanimous discretion whether to permit the instrument and allow the appointment of a proxy.

39.3 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.

39.4 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.

39.5 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.

39.6 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.

40. AMENDMENTS TO RESOLUTIONS

40.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

40.1.1 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

40.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

40.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:

40.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

- 40.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 40.3 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 5

ADMINISTRATIVE ARRANGEMENTS

41. MEANS OF COMMUNICATION TO BE USED

- 41.1 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.
- 41.2 Except insofar as the Companies Acts require otherwise, the company shall not be obliged to accept any notice, document or other information sent or supplied to the company in electronic form unless it satisfies such stipulations, conditions or restrictions (including for the purpose of authentication) as the directors think fit, and the company shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead.
- 41.3 In the case of a member that is a corporation, for all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of the articles, execution by any director or the secretary of that corporation or any other person who appears to any officer of the company (acting reasonably and in good faith) to have been duly authorised to execute shall be deemed to be and shall be accepted as execution by that corporation.
- 41.4 A member whose registered address is not within the United Kingdom and who notifies the company of an address within the United Kingdom at which notices, documents or other information may be served on or delivered to them shall be entitled to have such things served on or delivered to them at that address (in the manner referred to above), but otherwise no such member shall be entitled to receive any notice, document or other information from the company. If the address is that member's address for sending or receiving documents or information by electronic means the directors may at any time without prior notice (and whether or not the company has previously sent or supplied any documents or information in electronic form to that address) refuse to send or supply any documents or information to that address.
- 41.5 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.
- 41.6 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 24 hours.

42. INFORMATION SENT BY THE COMPANY

- 42.1 Any document or information sent or supplied by the company shall be deemed to have been received by the intended recipient:
- 42.1.1 where the document or information is properly addressed and sent by first class post or other delivery service to an address in the United Kingdom, on the day (whether or not

it is a working day) following the day (whether or not it is a working day) on which it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;

- 42.1.2 where (without prejudice to article 39.4) the document or information is properly addressed and sent by post or other delivery service to an address outside the United Kingdom, five working days after it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;
- 42.1.3 where the document or information is not sent by post or other delivery service but delivered personally or left at the intended recipient's address, on the day (whether or not a working day) and time that it was sent;
- 42.1.4 where the document or information is properly addressed and sent or supplied by electronic means, on the day (whether or not a working day) and time that it was sent and proof that it was sent in accordance with guidance issued by the Chartered Governance Institute shall be conclusive evidence that it was sent;
- 42.1.5 where the document or information is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

43. COMPANY SEALS

- 43.1 Any common seal may only be used by the authority of the directors.
- 43.2 The directors may decide by what means and in what form any common seal is to be used and may destroy the same upon majority decision whether or not a new seal is substituted in lieu thereof.
- 43.3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 43.4 For the purposes of this article, an authorised person is:
 - 43.4.1 any director of the company;
 - 43.4.2 the company secretary (if any); or
 - 43.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

44. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

- 44.1 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.

45. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

45.1 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.

46. SECRETARY

46.1 Subject to the Companies Act 2006, the directors may appoint a company secretary (or two or more persons as joint secretary) for such term, at such remuneration and upon such conditions as the directors may think fit; and any company secretary (or joint secretary) so appointed may be removed by the directors. The directors may also from time to time appoint on such terms as they think fit, and remove, one or more temporary, assistant or deputy secretaries.

46.2 The secretary and any such substitute shall not, unless unremunerated, be a director but this prohibition shall not apply to the Chief Executive Officer if he is also the secretary or such substitute.

DIRECTORS' INDEMNITY AND INSURANCE

47. INDEMNITY

47.1 Subject to article 47.2 (but without prejudice to any indemnity which a relevant officer is otherwise entitled):

47.1.1 a relevant officer may be indemnified out of the company's assets to whatever extent the directors may determine against:

- (a) any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the company or any group undertaking;
- (b) any liability incurred by that officer in connection with the activities of the company or a group undertaking in its capacity as a trustee of an occupational pension scheme (as defined in the Companies Act 2006);
- (c) any other liability incurred by that officer as an officer of the company or any group undertaking; and

47.1.2 the company may, to whatever extent the directors may determine, provide funds to meet expenditure incurred or to be incurred by a relevant officer in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by the relevant officer in relation to the company or any group undertaking, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of an application for relief, or in order to enable the relevant officer to avoid incurring such expenditure.

47.1.3 Notwithstanding the foregoing provisions at articles 47.1.1 to 47.1.2 no indemnity shall extend to any claim against a director arising from any liability resulting from conduct which he knew, or ought reasonably to have known, was not in the best interests of the company, or in respect of which he acted in reckless disregard as to whether or not it was in the best interests of the company and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending

criminal prosecutions for offences arising out of the fraudulent or dishonest or wilful or reckless misconduct of the directors.

47.2 This article does not authorise any indemnity that would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

48. INSURANCE

48.1 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.

48.2 In this article, a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer’s duties or powers in relation to the company, any group undertaking or any pension fund or employees’ share scheme of the company or any group undertaking.

APPENDIX

Company's Objects

The company is a non-profit making organisation. The object of the company is the promotion of the study practice and knowledge of the art of music in the United Kingdom and elsewhere by the giving and arrangement of concerts and other such means as is thought fit. In furtherance of the aforesaid object but not further or otherwise and if and so far as allowed by law and observing and performing whatever may be required by the law the company shall have the following powers:

1. To provide a Sustentation Fund for musical artists and others, and to establish and support or aid in the establishment and support of associations, institutions, trusts, funds and conveniences calculated to benefit employees or ex-employees of the Company, or its predecessors in the undertaking or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable objects.
2. To erect or assist in the erection of any buildings required for the purposes of the Company.
3. To purchase take on chief or lease hire or otherwise acquire any real or personal property for the purposes of the Company.
4. To borrow any moneys required for the purposes of the Company upon such securities as may be determined.
5. To invest the moneys of the Company not immediately required in or upon such investments securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
6. To sell, improve, manage, develop, lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the Company.
7. To raise money by appeals to the public for donations and bequests and by organising and participating in gala events and lotteries and by selling Hallé products and using other lawful fund-raising activities provided that the Company shall not undertake any permanent trading activities concerned solely with the raising of funds for its primary objects.
8. To undertake and execute any trusts which may lawfully be undertaken by the Company with a view to the promotion of its object.
9. To lend and advance money or give credit on such terms as may seem expedient and with or without security to any company firm or person (including employees of the Company) to enter into guarantees contracts of Indemnity and suretyships of all kinds (with or without consideration) to receive money on deposit or loan upon any terms and to secure or guarantee (with or without consideration) the payment of any sums of money or the performance of any obligation by any company firm or person (including employees of the Company) in any manner.
10. To do all such other things as may be necessary provided that the Company shall not impose on its Members any regulations which could not legally be objects of a Company registered under the Companies' Acts. Provided also that:
 - 10.1 In case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with or invest the same in such manner as allowed by law having regard to such trusts.

- 10.2 In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Company shall not sell mortgage charge or lease the same without such authority approval or consent as may be required by law and as regards any such property the Committee of Management or Governing Body of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts receipts neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would as such Committee of Management or Governing Body have been if no incorporation had been effected and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Committee of Management or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.
- 10.3 The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
11. To provide indemnity insurance to cover the liability of the Directors:
- 11.1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company.
- 11.2 to make contributions to the assets of the Company in accordance with the provisions of section 216 of the Insolvency Act 1986:

Provided that any such insurance shall not extend to:

- 11.2.1 any liability of a Director resulting from conduct which he knew or ought reasonably to have known was not in the best interests of the Company or in respect of which he acted in reckless disregard as to whether or not it was in the best interests of the Company;
- 11.2.2 any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Directors;
- 11.2.3 any liability to pay a fine;
- 11.2.4 in the case of the liability of the Directors referred to in paragraph 11.2.2 above, to any liability to make such a contribution where the basis of the Director's liability is his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.

The income and property of the Company shall be applied solely towards the promotion of its object as set forth in these Articles of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to members of the Company and no member of its Committee of Management or Governing Body shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. Provided that nothing herein shall prevent any payment in good faith by the Company:

1. of reasonable and proper remuneration to any member officer or servant of the Company (not being a member of its Committee of Management or Governing Body) for any services rendered to the Company;

2. of interest on money lent by any member of the Company or of its Committee of Management or Governing Body at a reasonable and proper rate per annum not exceeding Two per cent less than the published base lending rate of a clearing bank to be selected by the Committee of Management or Governing Body;
3. of reasonable and proper rent for premises demised or let by any member of the Company or its Committee of Management or Governing Body;
4. of fees remuneration or other benefit in money or money's worth to any company of which a member of the Committee of Management or Governing Body may also be a member holding not more than 1/100th part of the capital of that company;
5. to any member of its Committee of Management or Governing Body of reasonable and proper out-of-pocket expenses;
6. of reasonable and proper remuneration to any member of its Committee of Management or Governing Body for services rendered to the Company as a member of the Orchestra for the time being maintained by the Company or as a member of the administrative staff of the Company (but not as a member of the Committee of Management or Governing Body) if the following conditions are satisfied:
 - 6.1 the remuneration is paid in pursuance of a resolution of the Committee of Management or Governing Body that the payment is in the best interests of the Company; and
 - 6.2 no person receiving remuneration in pursuance of this paragraph 6.2 attends any meeting of the Committee of Management or Governing Body or participates in any vote or discussion thereof relating to the employment or the remuneration or any other term or condition of the employment of any person receiving remuneration in pursuance of this paragraph 6.2;
7. of reasonable and proper remuneration to one member of the Committee of Management or Governing Body holding the office of Chief Executive (but not as a member of the Committee of Management or Governing Body) if the following conditions are satisfied:
 - 7.1 the remuneration is paid in pursuance of a resolution of the Committee of Management or Governing Body that the payment is in the best interests of the Company.
 - 7.2 the Chief Executive does not attend any meeting of the Committee of Management or Governing Body or participate in any vote or discussion thereof relating to his employment or remuneration or any other term or condition of his employment.
8. of any premium in respect of any indemnity insurance to cover the liability of the Directors which, by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: Provided that any such insurance shall not extend to any claim against a Director arising from any liability resulting from conduct which he knew, or ought reasonably to have known, was not in the best interests of the Company, or in respect of which he acted in reckless disregard as to whether or not it was in the best interests of the Company and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Directors.