

Company Number 00074359

THE COMPANIES ACT 2006

---

PRIVATE COMPANY LIMITED BY GUARANTEE

---

**ARTICLES OF ASSOCIATION**

**of**

**THE SOCIETY OF MOTOR MANUFACTURERS AND TRADERS LIMITED**

(Adopted by Special Resolution passed on 19 March 2024)

---

## PART 1 - INTERPRETATION AND LIMITATION OF LIABILITY

### **1 EXCLUSION OF DEFAULT ARTICLES AND DEFINED TERMS**

1.1 In these Articles, unless the context requires otherwise the following words and expressions have the following meanings:

<b>Accessories</b>	includes equipment, bodywork and materials for the purpose of being fixed to, or used in connection with vehicles;
<b>alternate or alternate director</b>	has the meaning given in Article 21;
<b>appointor</b>	has the meaning given in Article 21;
<b>Articles</b>	the Company's Articles of association;
<b>bankruptcy</b>	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
<b>CA 2006</b>	the Companies Act 2006;
<b>Chair</b>	has the meaning given in Article 12;
<b>Chair of the meeting</b>	has the meaning given in Article 35;
<b>Companies Acts</b>	the Companies Acts (as defined in section 2 CA 2006), in so far as they apply to the Company;
<b>Components</b>	includes all parts, tyres and engines used in the manufacture or maintenance of vehicles;
<b>connected persons</b>	in relation to a director persons connected with that director for the purposes of section 252 CA 2006;
<b>Deputy President</b>	the deputy president of the Company, as duly appointed;
<b>director</b>	a director of the Company, which shall include any person occupying the position of director, by whatever name called in accordance with Article 3.1;
<b>document</b>	includes, unless otherwise specified, any document sent or supplied in electronic form;
<b>electronic form</b>	has the meaning given in section 1168 CA 2006;
<b>eligible director</b>	means, in relation to a matter or decision, a director who is or would be entitled to count in the quorum and vote on the matter or decision at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter or decision);
<b>Finance Board</b>	the committee of the Company who shall be responsible for administering and overseeing the financial affairs, membership, exhibition arrangements of the Company and other activities of the SMMT Group of companies, under the direction and subject to the control of the Directors;
<b>group company</b>	a body corporate which is at the relevant time:

- (a) a subsidiary of the Company; or
- (b) the Company's holding company or a subsidiary of that holding company,

and for these purposes "**holding company**" has the meaning given to that expression in section 1159 CA 2006;

<b>Honorary Officers</b>	has the meaning given to it in Article 3.1;
<b>Honorary Treasurer</b>	the treasurer director of the Company, as duly appointed;
<b>Insolvency Event</b>	where a party becomes the subject of bankruptcy proceedings, the appointment of liquidator, receiver or administrator, an insolvency proceedings arrangement with its creditors, is insolvent under the laws of the county in which it is registered;
<b>Member</b>	those SMMT Subscribers directly, primarily and continuously engaged in the Motor Industry, in the UK, for a period of at least 12 months leading up to the time of the application who represent the members of the Company as per section 112 CA 2006;
<b>Model Articles</b>	the regulations contained in Schedule 2 to the Companies (Model Articles) Regulations 2008;
<b>Motor Vehicle</b>	includes cars; heavy, medium and light commercial vehicles; buses and coaches; road tractors; trailers and semi-trailers; battery electric vehicles; agricultural and industrial tractors; motorised and trailer caravans;
<b>Motor Industry</b>	means all or any of the activities of the design, concept, manufacture, sale, aftersale, disposal and recycling of Motor Products;
<b>Motor Products</b>	means Motor Vehicles, Components and Accessories and includes chassis of motor vehicles, engines, vehicle bodywork, freight containers, tyres and transport service equipment, and engine components for marine craft, but excludes motor vehicle fuel;
<b>ordinary resolution</b>	has the meaning given in section 282 CA 2006;
<b>President</b>	the president of the Company, as duly appointed;
<b>participate</b>	in relation to a directors' meeting, has the meaning given in Article 10;
<b>proxy notice</b>	has the meaning given in Article 41;
<b>qualifying director</b>	any director or former director of the Company or of any group company;
<b>Secretary</b>	means the secretary of the Company, as appointed by the directors;
<b>special resolution</b>	has the meaning given in section 283 CA 2006;
<b>subscriber</b>	has the meaning given in section 8 CA 2006;
<b>SMMT Affiliate</b>	SMMT Subscriber trade associations or other organisations engaged or interested in the Motor Industry where there is a mutual

	benefit of association formally recognised, upon terms agreed by the Directors;
<b>SMMT Associate</b>	SMMT Subscriber individuals, or firms and corporate bodies wishing to benefit from an association with SMMT upon terms granted by the Directors, and otherwise being ineligible to be a Member;
<b>SMMT Executive</b>	the committee of the Company responsible for the Company's strategy and policy;
<b>SMMT Subscriber</b>	any person benefiting from SMMT membership;
<b>subsidiary</b>	has the meaning given in section 1159 CA 2006;
<b>Remuneration Committee</b>	the committee of the Company who shall be responsible for the remuneration of officers and employees of the Company;
<b>Representative</b>	means an individual appointed as such under Article 31.15;
<b>United Kingdom</b>	the United Kingdom of Great Britain and Northern Ireland and shall include the Channel Islands and the Isle of Man; and
<b>Vice Presidents</b>	the vice presidents of the Company, as duly appointed;
<b>writing</b>	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 Model Articles do not apply to the Company.
- 1.3 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in CA 2006, as in force on the date when these Articles become binding on the Company.
- 1.4 For the purposes of these Articles a corporation shall be deemed to be present in person if its representative duly authorised in accordance with the Companies Acts is present in person.
- 1.5 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.6 A reference in these Articles to an "Article" is a reference to the relevant Article of these Articles unless expressly provided otherwise.
- 1.7 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- (a) any subordinate legislation from time to time made under it; and
  - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.8 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2 LIABILITY OF MEMBERS

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

- (a) payment of the Company's debts and liabilities contracted before they cease to be a Member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

## PART 2 - DIRECTORS

### DIRECTORS' POWERS AND RESPONSIBILITIES

## 3 DIRECTORS

3.1 The directors of the Company

shall be:	who shall be appointed:
<p>(a) the following honorary officers:</p> <ul style="list-style-type: none"><li>(i) the President;</li><li>(ii) the Deputy President (when appropriate);</li><li>(iii) between two and eight Vice Presidents as appointed; and</li><li>(iv) the Honorary Treasurer,</li></ul> <p>all of whom shall, subject to these Articles, hold office from 1st January to 31st December in the calendar year after the calendar year in which their terms commences, and may for the avoidance of doubt serve multiple terms (together being the "<b>Honorary Officers</b>") and whose nomination process shall be managed by the SMMT Executive;</p>	<p>by a majority decision of the members of the Company, every other year;</p>
<p>(b) the chief executive officer of the Company, the chief financial officer of the Company and any additional executive, as may be required; and;</p>	<p>by a majority decision of the directors and approved in accordance with Article 32.11.1(c);</p>
<p>(c) any co-optees.</p>	<p>by a majority decision of the directors as required to fill any vacancy.</p>

#### **4 DIRECTORS' GENERAL AUTHORITY**

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

#### **5 MEMBERS' RESERVE POWER**

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

#### **6 DIRECTORS MAY DELEGATE**

- 6.1 Subject to these Articles, the directors may delegate any of the powers which are conferred on them under these Articles:
- (a) to such person or committee (which for the avoidance of doubt shall include the SMMT Executive, the Finance Board, the Remuneration Committee and any other committee that may be formed);
  - (b) by such means (including by power of attorney);
  - (c) to such an extent;
  - (d) in relation to such matters or territories; and
  - (e) on such terms and conditions,
- as they think fit.
- 6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

### DECISION-MAKING BY DIRECTORS

#### **7 DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

- 7.1 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 15.

#### **8 DECISIONS**

- 8.1 A decision of the directors is taken in accordance with this Article when either:
- (a) all eligible directors indicate to each other by any means that they share a common view on a matter; or
  - (b) a proposed decision has been notified (by any means permitted by these Articles) to all eligible directors and a majority of eligible directors indicate to each other by any means that they agree on that decision (and such a decision may take the form of a resolution

in writing, copies of which have been signed by a majority of the eligible directors or which a majority of eligible directors has otherwise indicated agreement in writing, or may be in electronic form).

- 8.2 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at a directors' meeting.

## **9 CALLING A DIRECTORS' MEETING**

- 9.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Secretary to give such notice.

- 9.2 Notice of any directors' meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

- 9.3 Notice of a directors' meeting must be given to each director but need not be in writing.

- 9.4 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.

## **10 PARTICIPATION IN DIRECTORS' MEETINGS**

- 10.1 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.

- 10.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

- 10.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

- 10.4 Subject to these Articles, if a director has an interest in an actual or proposed transaction or arrangement with the Company:

- (a) that director's alternate may not vote on any proposal relating to it unless the interest has been duly declared (if so required by section 177 or section 182 CA 2006); but
- (b) this does not preclude the alternate from voting in relation to that transaction or arrangement on behalf of another appointor who does not have such an interest.

10.5 A director who is also an alternate director has an additional vote on behalf of each appointor who is:

- (a) not participating in a directors' meeting; and
- (b) would have been entitled to vote if they were participating in it.

## **11 QUORUM FOR DIRECTORS' MEETINGS**

11.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

11.2 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 five (at least three of whom shall be Member representatives).

11.3 For the purposes of:

- (a) any meeting (or part of a meeting) held in accordance with Article 14 to authorise a director's conflict; or
- (b) any determination in accordance with Article 15.4 or 15.5,

if there is only one director present who is not an interested director for the purpose of that authorisation or determination, the quorum for that meeting (or part of a meeting) is one eligible director.

11.4 For the purposes of:

- (a) any informal directors' resolution in accordance with Article 8 to authorise a director's conflict for the purposes of Article 14; or
- (b) any determination in accordance with Article 15.4 or 15.5 other than in a meeting,

if there is only one director in office who is not an interested director for the purpose of that resolution or determination, the quorum for the purpose of signing or passing that resolution or determination is one eligible director.

## **12 CHAIRING OF DIRECTORS' MEETINGS**

12.1 The directors, Members and members of any committee may appoint a director to chair their meetings.

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

12.3 The directors may terminate the Chair's appointment at any time.

12.4 If the Chair is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

## **13 CASTING VOTE**

13.1 If the numbers of votes for and against a proposal are equal, the Chair or other director chairing the meeting has a casting vote but this does not apply if, in accordance with these Articles, the Chair or other director is not an eligible director.



## 14 CONFLICTS OF INTEREST

14.1 In this Article:

- (a) "**authorise**" means to authorise in accordance with section 175(5)(a) CA 2006 and "authorisation", "authorised" and cognate expressions shall be construed accordingly;
- (b) a "**conflict of interest**" includes a conflict of interest and duty and a conflict of duties;
- (c) "**conflicted director**" means a director in relation to whom there is a conflicting matter;
- (d) "**conflicting matter**" means a matter which would or might (if not authorised or if not permitted) constitute or give rise to a breach of the duty of a director under section 175(1) CA 2006 to avoid a conflict situation;
- (e) "**conflict situation**" means a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including a conflict of interest);
- (f) "**interested director**" means a director who has, in any way, a material direct or indirect interest in a matter or decision;
- (g) a conflicting matter, conflict situation or interest is "**material**" unless it cannot reasonably be regarded as likely to give rise to a conflict of interest; and
- (h) "**other directors**" means, in relation to a particular conflicting matter, directors who are not interested directors in relation to that conflicting matter.

14.2 Exercise of the power of the directors to authorise a conflicting matter shall be subject to the provisions of this Article.

14.3 The provisions of this Article apply without prejudice (and subject) to the provisions of section 175(6) CA 2006.

14.4 Nothing in these Articles shall invalidate an authorisation.

14.5 A conflicted director seeking authorisation of any conflicting matter shall disclose to the other directors the nature and extent of the conflicting matter as soon as is reasonably practicable. The conflicted director shall provide the other directors with such details of the conflicting matter as are necessary for the other directors to decide how to address the conflicting matter, together with such additional information as may be requested by the other directors.

14.6 Any director (including the conflicted director) may propose that a conflicted director's conflicting matter be authorised. Any such proposal, and any authorisation given by the directors, shall be effected in the same way as any other matter may be proposed to and resolved on by the directors under the provisions of these Articles, except that:

- (a) the conflicted director and any other interested director shall not count towards the quorum nor vote on any resolution giving that authorisation; and
- (b) the conflicted director and any other interested director may, if the other directors so decide, be excluded from any meeting of the directors while the conflicting matter and the giving of that authorisation are under consideration.

- 14.7 Where the directors authorise a conflicted director's conflicting matter:
- (a) the directors may (whether at the time of giving the authorisation or subsequently):
    - (i) require that the conflicted director is excluded from the receipt of information, the participation in discussions and/or the making of decisions (whether at meetings of the directors or otherwise) in relation to which any actual or potential conflict of interest may arise from the conflicting matter; and
    - (ii) impose on the conflicted director such other terms or conditions for the purpose of dealing with any actual or potential conflict of interest which may arise from the conflicting matter as they may determine;
  - (b) the conflicted director shall conduct himself in accordance with any terms or conditions imposed by the directors (whether at the time of giving that authorisation or subsequently);
  - (c) the directors may provide that, where the conflicted director obtains (otherwise than through their position as a director) information that is confidential to a third party, the conflicted director will not be obliged to disclose the information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;
  - (d) the terms of the authorisation shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded); and
  - (e) the directors may revoke or vary the authorisation at any time but no such action will affect anything done by the conflicted director prior to that action in accordance with the terms of the authorisation.

## 15 DIRECTORS' INTERESTS AND DECISION MAKING

- 15.1 A director who has a direct or indirect interest or duty that conflicts with the interests of the Company in relation to a proposed decision of the directors is not an eligible director in relation to that decision unless Article 15.2 applies to him.
- 15.2 A director who has a direct or indirect interest that conflicts with the interests of the Company in relation to a proposed decision of the directors (a "**relevant conflicting interest**") shall be an eligible director in relation to that decision, provided that:
- (a) in a case where the relevant conflicting interest is in an actual or proposed transaction or arrangement with the Company:
    - (i) the nature and extent of the relevant conflicting interest either:
      - (A) has been duly declared to the other directors in accordance with section 177 or section 182 CA 2006, as the case may require; or
      - (B) is not required by the terms of either of those sections to be declared; and
    - (ii) where the relevant conflicting interest is constituted by, or arises from, a conflicting matter of the director and:
      - (A) that conflicting matter (or any breach of the relevant director's duty under section 175(1) CA 2006 by reason of that conflicting matter) is or has been authorised, permitted, approved or ratified, either in accordance with Article 14 or by the Members (and that authorisation,

permission, approval or ratification has not been revoked, withdrawn or reversed); and

(B) the relevant director has not been required to be excluded from participation in discussions and/or the making of decisions in relation to which the director has the relevant conflicting interest; or

(iii) where the relevant conflicting interest is constituted by, or arises from, a conflicting matter of the director and that conflicting matter (or any breach of the relevant director's duty under section 175(1) CA 2006 by reason of that conflicting matter) is not or has not been authorised, permitted, approved or ratified, either in accordance with Article 14 or by the Members:

(A) the conflict situation arising by reason of that conflicting matter is not material; or

(B) the other directors are aware of the relevant conflicting interest and have determined that the director shall be an eligible director in relation to that decision; and

(b) in any other case:

(i) the director has disclosed the nature and extent of the relevant conflicting interest, or has not done so where:

(A) it cannot reasonably be regarded as likely to give rise to a conflict of interest; or

(B) the other directors are already aware of it; and

(ii) where the relevant conflicting interest is constituted by, or arises from, a conflicting matter of the director and:

(A) that conflicting matter (or any breach of the relevant director's duty under section 175(1) CA 2006 by reason of that conflicting matter) is or has been authorised, permitted, approved or ratified, either in accordance with Article 14 or by the Members (and that authorisation, permission, approval or ratification has not been revoked, withdrawn or reversed); and

(B) the relevant director has not been required to be excluded from participation in discussions and/or the making of decisions in relation to which the director has the relevant conflicting interest; or

(iii) where the relevant conflicting interest is constituted by, or arises from, a conflicting matter of the director and that conflicting matter (or any breach of the relevant director's duty under section 175(1) CA 2006 by reason of that conflicting matter) is not or has not been authorised, permitted, approved or ratified, either in accordance with Article 14 or by the Members:

(A) the conflict situation arising by reason of that conflicting matter is not material; or

(B) the other directors are aware of the relevant conflicting interest and have determined that the director shall be an eligible director in relation to that decision; but

- (c) the provisions of this Article do not apply in relation to a decision under Article 14.6.

For the purposes of this Article, the other directors are to be treated as aware of anything of which they ought reasonably to be aware.

- 15.3 If a question arises at a meeting of the directors about whether or not a director (other than the Chair of the meeting):
- (a) has a material conflict situation for the purposes of Article 14;
  - (b) can vote (where that director does not agree to abstain from voting) on the issue in relation to which the conflict situation arises; or
  - (c) can be counted in the quorum (where that director does not agree to be excluded from counting in the quorum) for the purpose of voting on the issue in relation to which the conflict arises,

the question must (unless Article 15.4 applies) be referred to the Chair of the meeting. The ruling of the Chair of the meeting in accordance with this Article 15.3 about any director other than himself is final and conclusive, unless the nature or extent of the director's conflict situation (so far as it is known to him) has not been fairly disclosed to the other directors.

- 15.4 If in relation to a question of the kind referred to in Article 15.3 the Chair of the meeting is an interested director, the question must be referred to the other directors in accordance with Article 15.5 as if it were a question about the Chair of the meeting.
- 15.5 If a question of the kind referred to in Article 15.3 arises about the Chair of the meeting (or if Article 15.4 applies), the question shall be decided by a resolution of the other directors. The Chair of the meeting (or conflicted director) cannot vote on the question but can be counted in the quorum. The other directors' resolution about the Chair of the meeting (or conflicted director) is conclusive, unless the nature and extent of the Chair's (or conflicted director's) conflict situation (so far as it is known to him) has not been fairly disclosed to the other directors.
- 15.6 Nothing in this Article 15 shall be taken as absolving any director from any of the obligations set out in Article 14. A determination by the directors in accordance with Article 15.2(a)(iii)(B) or 15.2(b)(iii)(B) that a conflicted director may be an eligible director in relation to a decision of the directors does not amount to authorisation of the relevant conflict situation.
- 15.7 The Company may, by ordinary resolution, ratify any transaction, arrangement or other matter which has not been properly authorised by reason of a contravention of these Articles.
- 15.8 Any reference in this Article or Articles 14 to meetings of the directors and voting shall include decision-making by resolution in writing or by other informal means in accordance with Article 8.

## **16 RECORDS OF DECISIONS TO BE KEPT**

- 16.1 The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.
- 16.2 Where a decision of the directors is taken by electronic means, that decision must be recorded in permanent form, so that it may be read with the naked eye.

## **17 DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

- 17.1 Subject to these 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 METHODS OF APPOINTING DIRECTORS**

- 18.1 Other than as already set out in the Articles, directors may be appointed:

- (a) by ordinary resolution; or
- (b) by a decision of the directors.

## **19 TERMINATION OF DIRECTOR'S APPOINTMENT**

- 19.1 Other than as already set out in the Articles, a person ceases to be a director as soon as:

- (a) the Member whom they represent ceases to be a Member;
- (b) that person is neither a director nor an employee of the Member who they represent;
- (c) that person ceases to be a director by virtue of any provision of CA 2006 or is prohibited from being a director by law;
- (d) a bankruptcy order is made against that person;
- (e) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (f) 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;
- (g) 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; or
- (h) 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.

## **20 REMOVAL OF DIRECTORS**

- 20.1 In addition and without prejudice to:

- (a) the provisions of sections 168 and 169 CA 2006; and
- (b) the relevant term of appointment of each respective Director, in accordance with the provisions of these Articles,

the Company may by ordinary resolution remove any director before the expiry of their period of office and may, if thought fit, by ordinary resolution appoint another person in their place. Removal of a director in accordance with this Article shall be without prejudice to any claim that director may have for damages for breach of any contract between him and the Company.

## **21 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

21.1 Any director (the "**appointor**") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor.

21.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

21.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

## **22 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

22.1 An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor.

22.2 Except as these Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their appointors; and
- (d) are not deemed to be agents of or for their appointors.

22.3 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating); and
- (b) may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).

No alternate may be counted as more than one director for the above purposes.

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

## **23 TERMINATION OF ALTERNATE DIRECTORSHIP**

- 23.1 An alternate director's appointment as an alternate terminates:
- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
  - (b) 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;
  - (c) on the death of the alternate's appointor; or
  - (d) when the alternate's appointor's appointment as a director terminates.

## **PART 3 - COMMITTEES AND SECTIONS**

### **24 COMMITTEES: GENERAL**

- 24.1 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 these Articles which govern the taking of decisions by directors.
- 24.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.

### **25 SMMT EXECUTIVE**

- 25.1 The members of the SMMT Executive (other than the Honorary Officers) shall be appointed by an election process by each relevant Section, held every two years.
- 25.2 At least six weeks before the relevant election process the Secretary will notify the members of each Section of (i) the members of the SMMT Executive currently representing that Section and (ii) the maximum number of representatives of that Section on the SMMT Executive applicable in accordance with this Article and invite members of the Section to nominate candidates for election to the SMMT Executive either to fill a vacancy in the number of representatives applicable to that Section or as prospective new representatives of that Section on the SMMT Executive. Each nomination shall be delivered in accordance with any instructions contained in such notice.
- 25.3 If the vacancies available on the SMMT Executive do not permit all the persons nominated by any Section to be elected, the appointments shall be decided by a vote by the members of each Section, in accordance with the voting papers circulated to the members of each Section by the Secretary. If the number of votes for two or more candidates are equal, the Chair of the Section concerned shall have a casting vote.
- 25.4 A report of the final result of the voting for election of the SMMT Executive shall be made available to Members at the annual general meeting of the Company.
- 25.5 Any casual vacancy arising in the members of the SMMT Executive elected by the members of any Section may be filled by the Member whose Representative ceased to be a member of the SMMT Executive appointing a substitute Representative who is willing to act.
- 25.6 The term of office of each member of the SMMT Executive is not fixed but is subject to this Article and all other provisions of these Articles.

## **26 FINANCE BOARD**

- 26.1 The appointment of:
- (a) the Finance Board shall be determined by a majority decision of the directors of the Company; and
  - (b) the Chair of the Finance Board shall be determined by a majority decision of the directors of the Company.
- 26.2 The Finance Board shall conform to all regulations that may from time to time be imposed upon them by the directors of the Company, who shall have full power to amend their respective terms of reference. The Finance Board will not, in any event, have authority to commit the Company to any liability or obligation without the express prior approval of the Directors or in accordance with a budget which has previously been approved by the Directors.
- 26.3 Other than as set out in Article 26.2, the Finance Board shall act as it sees fit in performing their delegated duties.

## **27 REMUNERATION COMMITTEE**

- 27.1 The appointment of the Remuneration Committee shall be determined by a majority decision of the directors of the Company.
- 27.2 The Remuneration Committee shall conform to all regulations that may from time to time be imposed upon them by the directors of the Company, who shall have full power to amend their respective terms of reference. The Remuneration Committee will not, in any event, have authority to commit the Company to any liability or obligation without the express prior approval of the Directors or in accordance with a budget which has previously been approved by the Directors.
- 27.3 Other than as set out in Article 26.2, the Finance Board shall act as it sees fit in performing its delegated duties.

## **28 PROCEEDINGS OF THE COMMITTEES**

- 28.1 The SMMT Executive, the Finance Board, the Remuneration Committee and any other committee that may be formed respectively may meet together for the despatch of business, adjourn or otherwise regulate their meetings as the members may think fit, and determine the quorum necessary for the transaction of business, but, unless the directors otherwise resolve upon another number, five shall be the quorum in each case. Matters arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair (as appointed by the respective committee) shall have a casting vote.
- 28.2 The President of the Company shall preside at all meetings of the SMMT Executive but, if at any time there be no such President, or if at any meeting the President be not present within ten minutes after the time appointed for holding the same, the SMMT Executive members present will decide who is to chair the meeting.
- 28.3 The SMMT Executive, the Finance Board and the Remuneration Committee respectively may form sub-committees and may delegate any of their powers to such sub-committees, revise the terms of reference of such sub-committees or wind them up.
- 28.4 The meetings and proceedings of any such sub-committee shall be governed by the provisions herein contained for regulating the meetings and proceedings of the SMMT Executive, the Finance Board and the Remuneration Committee, so far as the same are applicable thereto



and are not superseded by the regulations made by the appointing committee under the last preceding Article.

28.5 The SMMT Executive and every sub-committee and Section and committee of a Section shall cause minutes to be duly entered in books provided for the purpose:

- (a) of all appointments of officers;
- (b) of the names of the members present at each meeting; and
- (c) of all resolutions and proceedings of the SMMT Executive, the Finance Board, the Remuneration Committee and sub-committees and Sections and committees of Sections, and any such minutes of any meeting of the SMMT Executive, the Financial Committee, the Remuneration Committee and sub-committees and Sections and committees of Sections or of the Company, if purporting to be signed by the Chair of such meeting, or by the Chair of the next succeeding meeting, shall be sufficient evidence, without any further proof, of the matters stated in such minutes.

## **29 COMMITTEE DISQUALIFICATION**

29.1 A member of the SMMT Executive, Finance Board or of any other committee shall vacate office:

- (a) if the Member whom they represent ceases to be a Member;
- (b) if the Member whom they represent becomes subject to an Insolvency Event;
- (c) if their appointment is revoked in accordance with these Articles by the Member who appointed him;
- (d) if and when they are requested, by a resolution passed by a majority of at least three-quarters of the members of the SMMT Executive, as the case may be, present and voting at a meeting of the SMMT Executive as the case may be, to resign;
- (e) if by notice in writing they resign their office; or
- (f) if the Member they represent becomes engaged or interested in motor journalism, or another activity inimical with the interests of SMMT, upon the passing of a resolution of the SMMT Executive to that effect.

## **30 SECTIONS**

30.1 The SMMT Executive may, subject to such limitations as they think fit, form Members into Sections, determine and vary the qualifications for membership of each Section, cause two or more Sections to be amalgamated and wind up any Section.

30.2 A Member, if qualified, may belong to more than one Section. The committee for the time being of any Section may, subject to the approval of SMMT Executive, impose such additional qualifications for the membership of such Section as it may think fit, but without prejudice to the right of the SMMT Executive under Article 31.5.

30.3 A Section shall have power to watch over and protect the interests of the Members of the Section and such other powers as are now or may hereafter be conferred upon the Section by the SMMT Executive or these Articles.

30.4 The members of a Section may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they may think fit.

- 30.5 Matters arising at any meeting of a Section shall be decided by a majority of votes. In the case of an equality of votes the Chair of the meeting (as duly appointed) shall have a casting vote.
- 30.6 The Chair of a Section may at any time summon a meeting of a Section. The quorum necessary for the transaction of the business of a Section may be fixed by a resolution of the Section and unless so fixed shall be two.
- 30.7 A Section may elect a Chair and vice-Chair of the Section and determine the period for which they are to hold office.
- 30.8 A Section may, subject to the approval of a resolution of the SMMT Executive, resolve to delegate all or any of its powers to executive or other committees consisting of such member or members of the Section as it thinks fit, and any committee so formed shall in the exercise of the powers so delegated conform to any regulations imposed on it by the Section or by the SMMT Executive. If, in the opinion of the SMMT Executive, the officers of a Section or the members of a committee of a Section are acting in a manner which is contrary to the policies of the SMMT Executive or is otherwise inimical to the interests of the Company, the SMMT Executive will have the right to suspend such officers or members from their functions in the Section concerned until the matter is resolved to the reasonable satisfaction of the SMMT Executive.
- 30.9 The meetings and proceedings of any such committee shall be governed by the provisions herein contained for regulating the meetings and proceedings of a Section so far as the same are applicable thereto and are not superseded by any regulations made by such Section or by the SMMT Executive under this Article.
- 30.10 All acts bona fide done by the SMMT Executive or the Finance Board or by a committee of a Section or any other committee or sub-committee of the Company shall be valid notwithstanding that it is afterwards discovered that there is or was some defect in the appointment of any such SMMT Executive or Finance Board, Section committee or other committee or sub-committee or one or more of the Members thereof or that any Member thereof was not duly qualified to act.
- 30.11 Other than as set out in this Article 29, the relevant Sections shall act as they see fit in performing their delegated duties.

#### **PART 4 MEMBERS**

### **31 MEMBERS**

- 31.1 The Members are (a) those persons who were Members immediately prior to the adoption of these Articles except those persons, if any, whose subscribership is forfeited under Article 31.8 or otherwise cease to be a Members, and (b) such other persons as are from time to time admitted to membership of the Company in accordance with these Articles. The names of all Members shall be entered in the Company's register of Members.
- 31.2 Subject as provided below, any person who or which has been directly, primarily and continuously engaged in any aspect of the Motor Industry in the United Kingdom for a period of at least 12 months leading up to the time of their or its application for subscribership of the Company shall qualify for to be a Member. All questions concerning an applicant's qualification for membership shall be decided by the SMMT Executive. A person not admitted to the membership of the Company may, within seven days after notice of their or its failure to gain membership to the Company, appeal the decision of the SMMT Executive to a general meeting of the Company which shall, upon notice in writing of intention to appeal being received from such Person, be convened by the SMMT Executive to review the decision of the SMMT

Executive. There shall be no further right to appeal following the decision of the Company at general meeting and such decision shall be final and binding upon all parties

- 31.3 It is expressly provided that, notwithstanding anything stated elsewhere in these Articles, an applicant for membership of the Company may at the discretion of the SMMT Executive be admitted (or not admitted) to membership despite not immediately qualifying for membership under Article 31.2.
- 31.4 Where any person desires to be admitted to membership of the Company they must sign and deliver to the Secretary at the Company's registered office an application for admission, framed in such terms and accompanied by such evidence as the SMMT Executive shall require, and such application must be accompanied by the first year's subscription or such appropriate proportion thereof as the SMMT Executive may from time to time decide.
- 31.5 Each Member shall be entitled to join one or more Sections according to their qualification for membership of the Sections. Each new Member will be recommended by the SMMT Executive to apply to a particular Section or Sections. If that Member's application is rejected, the SMMT Executive will have the right to determine, in their entire discretion, which Section (or Sections) is most suited to that Member and the Section (or Sections) concerned will then be obliged to admit that Member.
- 31.6 Membership shall not be transferable unless approved by the SMMT Executive who shall have the power to substitute the successor in business of any Member. In such case:
- (a) The substituted Member shall enjoy all the rights and privileges and be subject to the requirements as to qualifications of the Member in whose place they are admitted.
  - (b) Where the substituted Member does not meet the qualifications for the Section to which the person whose business they have succeeded was attached they shall be admitted in any other Section for which they do qualify with the same rights and privileges as if they had been admitted to such Section during the time the person whose business they have succeeded to had been a Member of the Company.
  - (c) In the case of any disagreement as to which Section or Sections the substitute Member is qualified to join, the matter shall be determined by the SMMT Executive in their absolute discretion and the relevant Section or Sections shall admit that substituted Member as directed by the SMMT Executive.
- 31.7 Membership shall cease when a Member gives notice in writing to the Company of their intention to withdraw from membership of the Company; provided that in the case of a notice of intention to withdraw being given after 28th day of February in any year, the Member giving such notice will be required to pay a proportion of the annual subscription due from him in respect of that year, such proportion being calculated on a monthly basis and, in any event, being not less than one-quarter of the annual subscription due.
- 31.8 Membership shall become liable to forfeiture by resolution of the SMMT Executive if a Member:
- (a) shall cease to be qualified as hereinbefore provided; or
  - (b) being an individual, becomes bankrupt or insolvent or makes a conveyance or assignment of their property to a trustee or trustees for the benefit of, or executes any deed of arrangement in favour of, or makes any composition or arrangement with, their creditors generally or any class of their creditors, or on their death, or, being a firm, on dissolution of the partnership (otherwise than by reason of the death or retirement of any partner); or
  - (c) being a limited company is subject to an Insolvency Event; or

- (d) shall fail in any year to pay their annual subscription by 28th day of February in that year; or
  - (e) brings the sector or SMMT into disrepute.
- 31.9 Notwithstanding anything in the last preceding Article or in any other of these Articles contained, the SMMT Executive shall have the power at any time and from time to time to reinstate a former Member or Member who shall have ceased to be a Member or Member or whose membership shall have been forfeited and with or without (as determined by the SMMT Executive) payment of any subscription for the year in which such Member or Members shall be reinstated and, in the case of cessation by virtue of Articles 31.7, 31.8 or 31.14, payment of all or any part of the subscriptions in respect of the period of cessation.
- 31.10 The SMMT Executive shall also have the power to direct and may direct that membership of any Member or Members so reinstated shall date back to any date (not being earlier than the date at which such Member or Members or any other Member for whom the reinstated Member shall have been substituted was first entered on the membership register).
- 31.11 The SMMT Executive shall also have the power to direct and may direct that any such reinstated Member or Members shall, as from the date of reinstatement or such earlier date as hereinbefore mentioned (as the case may be), regain and resume all or any part of the benefits attaching to such former membership as the SMMT Executive shall direct.
- 31.12 Every Member shall be bound to further to the best of their ability the objects, interests and influence of the Company, and shall observe all the regulations for the time being of the Company.
- 31.13 The Members of the Company shall pay such annual subscriptions as may from time to time be prescribed by the SMMT Executive. The subscriptions payable by Members may be increased or reduced as may from time to time be determined by the SMMT Executive.
- 31.14 Subject as hereinafter provided, any Member whose conduct is such that it renders their continuation as a Member inimical to the interests of the Company may be expelled from the Company by resolution of a majority of at least three-quarters of the Members of the SMMT Executive present and voting at a special meeting of the SMMT Executive at which not less than six SMMT Executive shall be present. Where it is proposed to expel a Member from the Company, such Member shall have seven clear days' notice sent to him of the meeting of the SMMT Executive, and they may attend the meeting to make such explanation as the SMMT Executive may ask for, but shall not be present at the discussion or voting or take part in the proceedings otherwise than as the SMMT Executive allow. A Member expelled from the Company by such meeting may, within seven days next after notice of their expulsion, appeal from the decision of the SMMT Executive to a general meeting of the Company which shall, upon notice in writing of intention to appeal being received from such Member, be convened by the SMMT Executive. A Member so expelled shall forfeit all interest (if any) in the assets of the Company and all privileges of membership.
- 31.15 Any Member of the Company may, by notice in writing to the Secretary and delivered to this office in a form from time to time to be prescribed by the SMMT Executive, appoint an individual, being, in the case of a firm, one of the partners or employees of such firm, and in the case of a Company, a director, manager, Secretary or other employee of such Company, to represent such Member for the purposes of these Articles, and by similar notice, in a form also from time to time to be prescribed by the SMMT Executive, revoke such appointment.
- 31.16 The SMMT Executive are empowered to grant SMMT Associate status to any person who applies for such status by signing and delivering to the Company an application form framed in

such terms as the SMMT Executive shall require accompanied by the first year's subscription or such appropriate proportion thereof as the SMMT Executive may decide.

- 31.17 Persons applying, as provided above, for such status will, for so long as they pay the appropriate subscriptions at the time specified by the SMMT Executive, be entitled to describe themselves as being "Associates" of the Company and to enjoy the benefits of such status as from time to time determined, in their entire discretion, by the SMMT Executive.
- 31.18 SMMT Associates will not be Members of the Company.
- 31.19 The annual subscription payable by SMMT Associates will be at the rate from time to time prescribed by the SMMT Executive.
- 31.20 Associate status will automatically cease if any of the circumstances specified in paragraphs (a), (b), (c) and (d) of Article 31.8 shall apply to the Associate or if a resolution is passed by the SMMT Executive terminating such status in a manner corresponding to expulsion of a Member under Article 31.14.
- 31.21 The SMMT Executive are also empowered to grant affiliate status to any trade association or other organisation which is engaged or interested in the Motor Industry who (a) applies for such status by signing and delivering to the Company an application form framed in such terms as the SMMT Executive shall require accompanied by the first year's subscription or such appropriate proportion thereof as the SMMT Executive may decide and (b) enters into an agreement with the Company in such form as the SMMT Executive shall from time to time prescribe.
- 31.22 Articles 31.16 to 31.22 inclusive will apply to SMMT Affiliates in the same way as they apply to SMMT Associates and are accordingly deemed to be repeated as corresponding provisions of this Article with "Affiliate" substituted for "Associate".

## ORGANISATION OF GENERAL MEETINGS

### **32 GENERAL MEETINGS**

- 32.1 The Company shall hold an annual general meeting, not more than fifteen months after the holding of the immediately preceding annual general meeting, at such time and place as shall be determined by the directors. The business to be transacted at the annual general meeting shall be to:
- (a) confirm or otherwise deal with any act of which may require confirmation, to receive reports, resolve matters arising from the elections of the Honorary Officers including questions arising from an equality of votes between two or more candidates, declare the results of such elections, and fill up any office which is vacant requiring to be filled up at any such meeting;
  - (b) appoint an auditor or auditors to hold office until the next annual general meeting and to fix the remuneration of the auditors; and
  - (c) approve the appointment of the Company's chief executive officer or chief financial officer,
- and no business of any other description shall be transacted unless special notice of such business shall have been given in the notice convening the meeting.
- 32.2 All other general meetings of the Company shall be called by Members by delivering to the Company, at its registered office, a signed requisition stating the objects of the meeting.

- 32.3 If the directors do not proceed to cause a meeting to be held within twenty-one days from the date of the requisition being so deposited, the requisitionists, or a majority of them, may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of such deposit.
- 32.4 If at any such meeting a resolution requiring confirmation at another meeting is passed, the directors shall forthwith convene a further general meeting for the purpose of considering the resolution, and, if thought fit, of confirming it and if the directors do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists, or a majority of them, may themselves convene the meeting.
- 32.5 Any meeting convened by the requisitionists under these Articles shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by the directors.

### **33 PROCEEDINGS**

- 33.1 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.
- 33.2 A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 33.3 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.
- 33.4 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.
- 33.5 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.
- 33.6 Any Member may by notice in writing to the Company nominate another person or persons as entitled to enjoy or exercise all or any specified rights of that member in relation to the company in accordance with section 145 CA 2006.

### **34 QUORUM FOR GENERAL MEETINGS**

- 34.1 No business other than the appointment of the Chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 34.2 The quorum for general meetings may be fixed from time to time by a decision of the Members, but it must never be less than five, and unless otherwise fixed it is five Members.

### **35 CHAIRING GENERAL MEETINGS**

- 35.1 The general meeting shall be chaired by:
- (a) the President of the Company; or

- (b) if failing, the Deputy-President; or
- (c) if failing, the elected Vice-President elected by the meeting; or
- (d) if failing a member of the Board of Directors; or
- (e) if failing, any member selected by the meeting.

35.2 A proxy or a representative appointed in accordance with section 323 CA 2006 may chair a general meeting if appointed to do so.

35.3 The person chairing a meeting in accordance with this Article is referred to as the "**Chair of the meeting**".

### **36 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS**

36.1 Directors may attend and speak at general meetings, whether or not they are Members.

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

### **37 ADJOURNMENT**

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

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

- (a) the meeting consents to an adjournment; or
- (b) it appears to the Chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

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

37.4 When adjourning a general meeting, the Chair of the meeting must:

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

37.5 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):

- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
- (b) containing the same information which such notice is required to contain.

37.6 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

### 38 VOTING: GENERAL

- 38.1 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 these Articles.
- 38.2 No Member whose subscription is in arrear shall be entitled to vote at any general meeting.
- 38.3 If the numbers of votes for and against a proposal are equal, the Chair of the meeting has a casting vote.

### 39 ERRORS AND DISPUTES

- 39.1 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.
- 39.2 Any such objection must be referred to the Chair of the meeting whose decision is final.

### 40 POLL VOTES

- 40.1 A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
  - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 40.2 A poll may be demanded by:
- (a) the Chair of the meeting; or
  - (b) ten Members present at the meeting in person.
- 40.3 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.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

- 40.4 Polls must be taken immediately and in such manner as the Chair of the meeting directs.

### 41 CONTENT OF PROXY NOTICES

- 41.1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:
- (a) states the name and address of the Member appointing the proxy;
  - (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;



- (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate,

and a proxy notice which is not delivered in that form and in that manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.

41.2 The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.

41.3 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.

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

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **42 DELIVERY OF PROXY NOTICES**

42.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

42.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

42.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

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

## **43 AMENDMENTS TO RESOLUTIONS**

43.1 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.

- 43.2 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.
- 43.3 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**

### **44 MEANS OF COMMUNICATION TO BE USED**

- 44.1 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 CA 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.
- 44.2 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.
- 44.3 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 forty-eight hours.

### **45 DEEMED DELIVERY OF DOCUMENTS AND INFORMATION**

- 45.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
  - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address; and
  - (c) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article, no account shall be taken of any part of a day that is not a working day.

- 45.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by CA 2006.

- 45.3 In accordance with section 1147(6)(a) CA 2006, where a document or information is sent or supplied by the Company to any Member by electronic means, and the Company is able to show that it was properly addressed, it is deemed to have been received by the intended recipient one hour after it was sent (but subject to section 1147(5)). Section 1147(3) CA 2006 shall not apply to the Company.
- 45.4 Article 45.3 does not apply where a document or information is in electronic form but is delivered by hand or by post or by other non-electronic means.
- 45.5 Where a document or information is sent or supplied to the Company by one person (the "**agent**") on behalf of another person (the "**sender**"), the Company may require reasonable evidence of the authority of the agent to act on behalf of the sender.

#### **46 FAILURE TO NOTIFY CONTACT DETAILS**

- 46.1 If:
- (a) the Company sends two consecutive documents to a Member over a period of at least twelve months; and
  - (b) each of those documents is returned undelivered, or the Company receives notification that it has not been delivered,
- that Member ceases to be entitled to receive notices from the Company.
- 46.2 A Member who has ceased to be entitled to receive notices from the Company becomes entitled to receive such notices again by sending in writing to the Company:
- (a) a new address to be recorded in the register of Members; or
  - (b) if the Member has agreed that the Company should use a means of communication other than sending things to such an address, the information that the Company needs in order to use that means of communication effectively.

#### **47 COMPANY SEALS**

- 47.1 The Company's seal shall only be used with the authority of the Directors or of a committee of the Directors authorised by the Directors to use the seal for a specific purpose. The Directors may determine who shall sign any instrument to which the seal is affixed and unless the directors so determine it shall be signed by a director and by the Secretary or by a second director.
- 47.2 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.
- 47.3 For the purposes of this Article, an authorised person is any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

#### **48 ACCOUNTS**

- 48.1 The Finance Board shall cause true accounts to be kept, giving full particulars:
- (a) of all monies, investments and assets of the Company;

- (b) of all monies received and expended by the Company, and of the matters in respect of which such receipts and expenditure takes place; and
  - (c) of the credits and liabilities of the Company.
- 48.2 The books of account shall be kept at the registered office of the Company or at such other place or places as the Finance Board may from time to time determine.
- 48.3 The Finance Board shall from time to time determine whether in any particular case or class of cases, or generally, and at what times and places, and under what conditions or regulations the accounts and books of the Company, or any of them, shall be open to the inspection of Members; and no Members shall have any right of inspecting any account or book or document of the Company, except as conferred by statute or authorised by the Finance Board or by a resolution of the Company in general meeting.
- 48.4 A balance sheet and income and expenditure account shall be made out once in every year, and after being duly audited shall be laid before a general meeting of the Company.
- 48.5 A copy of the balance sheet, income and expenditure account, and report by the auditors shall, twenty-one days prior to the general meeting at which the same are to be laid be sent to every Member. The accidental omission to send any such documents to any Member shall not invalidate the proceedings at the meeting.

#### **49 AUDITORS AND AUDIT**

- 49.1 Once at least in every year the accounts of the Company shall be audited.
- 49.2 No member of any committee or of a sub-committee or officer of the Company shall be appointed auditor of the Company.
- 49.3 The Finance Board may fill any casual vacancy in the office of auditor, but while any such vacancy continues the surviving or continuing auditor or auditors, if any, may act.
- 49.4 The remuneration of the auditors shall be fixed by the Company in general meeting, except that the remuneration of any auditors appointed to fill any casual vacancy may be fixed by the Finance Board.
- 49.5 The rights and duties of the auditors shall be regulated in accordance with the Act.

#### **DIRECTORS' INDEMNITY AND INSURANCE**

#### **50 INDEMNITY**

- 50.1 Subject to Article 50.2, a qualifying director may be indemnified out of the Company's assets against:
- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any group company;
  - (b) any liability incurred by that director in connection with the activities of the Company or any group company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) CA 2006); and
  - (c) any other liability incurred by that director as an officer of the Company or of any group company.

50.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.