

**THE COMPANIES ACTS 2006  
PRIVATE COMPANY LIMITED BY GUARANTEE  
ARTICLES OF ASSOCIATION**

**of**

**RACEHORSE OWNERS ASSOCIATION LIMITED (THE)  
(company number 00398604)**

(Adopted by special resolution passed on [DATE] 2025)

**PART 1 INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY**

**1 DEFINITIONS AND INTERPRETATION**

1.1 The definitions and rules of interpretation in this Article 1 apply in these Articles:

<b>2006 Act</b>	means the Companies Act 2006 as modified by statute or re-enacted from time to time.
<b>Acting Chair</b>	means any individual appointed by the Board to fulfil the role of Chair for an interim period (without the requirement to obtain approval from the Guarantor Members).
<b>Acting Vice Chair</b>	means any individual appointed by the Board to fulfil the role of Vice Chair for an interim period (without the requirement to obtain approval from the Guarantor Members).
<b>AGM</b>	means an annual general meeting of the Company.
<b>Appointed Director</b>	means a Director who has been appointed to the Board in accordance with Article 24.
<b>Articles</b>	means these articles of association, as amended from time to time.
<b>BHA</b>	means the British Horseracing Authority Limited (company no: 02813358).
<b>Board</b>	means the board of directors of the Company from time to time.
<b>Board Meeting</b>	means a meeting of the Board.
<b>Business Day</b>	means a day other than Saturday, Sunday or public holiday in England when banks in London are open for business.
<b>Chair</b>	means the person appointed as the chair of the Company in accordance with Article 25.
<b>Chief Executive</b>	means the chief executive of the Company from time to time, appointed in accordance with Article 26.1.

<b>Clear Days</b>	means complete days, not including: (i) the day on which the period begins; and (ii) if the end of the period is defined by reference to an event (for example, an AGM), the day of that event.
<b>Committee</b>	means any committee of the Board which is established or maintained in accordance with Article 10.1.
<b>Companies Acts</b>	means the Companies Acts (as defined in section 2 of the 2006 Act), insofar as they apply to the Company.
<b>Company</b>	means Racehorse Owners Association Limited (The), a company incorporated in England and Wales with company number 00398604.
<b>Director</b>	means a director of the Company, and includes any Appointed Director, any Elected Director, any Independent Director, the Chair and the Vice Chair from time to time and, if the Board so resolves, the Chief Executive from time to time, as well as (where applicable and in accordance with Article 30) any alternate director.
<b>Effective Date</b>	means the date on which these Articles were adopted.
<b>Elected Director</b>	means a Director who has been elected by the Guarantor Members in accordance with Article 23.
<b>Electronic Facility</b>	includes, without limitation, website addresses and conference call systems, and any device, system, procedure, method or other facility whatsoever providing an electronic means of attendance at or participation in (or both attendance at and participation in) a General Meeting determined by the Board pursuant to Article 34.5.
<b>Eligible Director</b>	means a Director who is entitled to vote on the matter at a relevant Board Meeting.
<b>General Meeting</b>	means a general meeting of the Company, including AGMs.
<b>GM Chair</b>	the chairperson of a General Meeting, appointed in accordance with Article 36.
<b>Guarantor Member</b>	has the meaning given in Article 31.
<b>HVC</b>	a Guarantor Member that the Board considers (at its discretion) makes a high value contribution to British horseracing.
<b>HVC's Representative</b>	means an individual appointed by a HVC by written notice to the Board, until such time that the appointment is withdrawn by the relevant HVC by written notice to the Board.

<b>Independent Director</b>	means a Director who, being an Owner: <ul style="list-style-type: none"> <li>a) does not have any racing related business;</li> <li>b) does not earn their main income from the racing industry; and</li> <li>c) is not involved with any other industry organisation, apart from positions that are held as a result of holding another official position.</li> </ul>
<b>Nominations</b>	shall have the meaning given to it in Article 25.1 and the terms “Nominate” and “Nominated” shall be construed accordingly.
<b>Nominations Committee</b>	means a Nominations Committee of the Company, as may be established and maintained by the Board in accordance with Article 10.
<b>Objects</b>	has the meaning given in Article 2.1.
<b>Observer</b>	has the meaning given in Article 8.2.4.
<b>Owner</b>	means any person who is registered under the Rules as owning a Racehorse.
<b>Permitted Interest</b>	means: <ul style="list-style-type: none"> <li>a) an interest in a Racehorse; and/or</li> <li>b) directorship and/or membership of the BHA and/or The Jockey Club (company no. RC000287); and/or</li> <li>c) directorship and/or membership of any other association or group concerned with horseracing.</li> </ul>
<b>Qualifying Owner</b>	means a person (or an entity which is wholly owned by that person) who owns or leases: <ul style="list-style-type: none"> <li>a) not less than fifty per cent of one Racehorse; or</li> <li>b) interests in more than one Racehorse which add up to at least fifty per cent (in aggregate) of one Racehorse,</li> </ul> <p>and in either case, is registered with the BHA as an owner of (or as leasing) such Racehorse(s).</p>
<b>Racehorse</b>	means a horse which is qualified to compete in races under the Rules and which is in Great Britain in training, being prepared for training or temporarily out of training.
<b>Registered Office</b>	means the registered office of the Company from time to time.
<b>Rules</b>	means the Rules of Racing issued and regulated by the BHA and in force at any relevant time.

<b>Scotland Representative</b>	means the Company's representative for Scotland (if any) appointed in accordance with Article 27.
<b>subsidiary</b>	has the meaning given in section 1159 of the 2006 Act.
<b>Suspension Period</b>	has the meaning given in Article 22.2.
<b>Vice Chair</b>	means the person appointed as the vice chair of the Company in accordance with Article 25.
<b>Welsh Representative</b>	means the Company's representative for Wales (if any) appointed in accordance with Article 28.

- 1.2 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the 2006 Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.
- 1.3 Unless the context otherwise requires, words denoting the singular include the plural and vice versa. Words denoting one gender include all other genders. Words importing persons include corporations and unincorporated associations.
- 1.4 References to any statute or statutory provisions shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force save as mentioned in Article 1.2.
- 1.5 A special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of the Articles.
- 1.6 The words "include" and "including" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.
- 1.7 Unless expressly stated otherwise, a reference to "writing" or "written" includes email, but not fax.
- 1.8 For the purposes of Section 20 of the 2006 Act, the relevant model articles shall be deemed to have been excluded fully and replaced with the provisions of these Articles.

## **2 OBJECTS**

- 2.1 The objects for which the Company is established (the **Objects**) are:
- 2.1.1 to represent and advance the interests of Owners whose Racehorse(s) compete or may compete under the rules and orders (or their equivalent) of the BHA (or any successor organisation) or any racing authority elsewhere in the world;
  - 2.1.2 to lead, develop, promote and encourage participation and interest in horse racing at all levels;
  - 2.1.3 to develop and improve standards of horse racing at all levels and to uphold and enhance the traditions and spirit of the sport of horse racing; and
  - 2.1.4 to commercialise, market and promote horse racing at all levels;
  - 2.1.5 to organise, administer and finance competitive horse racing;
  - 2.1.6 to provide any services, goods or facilities and undertake any and all activities directly or indirectly associated with the objects set out above, for the benefit of its Guarantor Members and all other stakeholders, including players, officials and supporters.

### **3 POWERS**

The Board shall have the powers to do all lawful things which may support the Objects *provided that* the Company shall not do anything which, if an object of the Company, would make it a trade union.

### **4 INCOME**

4.1 The income and property of the Company (from wherever derived) shall be applied only towards the promotion of the Objects and none of its income and property shall be paid or transferred, directly or indirectly, by way of dividend, distribution, return of capital, bonus or otherwise to any Guarantor Member (other than the payments expressly permitted by article 4.2).

4.2 Nothing in these Articles shall prevent any payment in good faith by the Company to or for the benefit of any Guarantor Member or officer of the Company or anyone associated with any such Guarantor Member or officer, of:

4.2.1 reasonable and proper remuneration and/or pensions, gratuities or other emoluments for any services rendered to the Company;

4.2.2 any reasonable and proper interest on money loaned;

4.2.3 any reasonable and proper rent for premises or facilities demised or let or provided;

4.2.4 any reasonable and proper professional charges for professional services rendered to the Company by any Guarantor Member or officer of the Company or any firm or company in which a Guarantor Member or officer of the Company may be beneficially interested;

4.2.5 the cost of any reasonable entertainment supplied in the course of the Company's proper activities;

4.2.6 by refund of or provision for out of pocket expenses incurred or to be incurred;

4.2.7 the cost of any insurance for or for the benefit of any persons who are or were at any time Directors, officers, employees or Guarantor Members of the Company or of any subsidiary or associated company of the Company or who are or were at any time trustees of any fund in which the Company or any employee of the Company is or may be interested;

4.2.8 any other sums provided for in these Articles including Article 43; or

4.2.9 any reasonable sum in return for the provision of goods, services or facilities to the Company including (without prejudice to the generality of the forgoing) advertising or promotional services or facilities.

### **5 WINDING UP**

5.1 If upon winding up or dissolution of the Company, any property remains after satisfaction of all its debts and liabilities, that property shall not be paid to or distributed among the Guarantor Members, but shall be given or transferred to some other institution or institutions having objects similar to the Objects and restrictions on distribution of income and property at least equivalent to those set out in Article 4.

5.2 The Guarantor Members shall decide, by a resolution at a General Meeting before the Company is wound up or dissolved which institution or institutions will receive any property or assets of the Company in accordance with Article 5.1. If the Guarantor Members do not make any such decision, or it becomes impossible for any reason to give effect to their decision, they may instead

decide, by a resolution at a General Meeting before the Company is wound up or dissolved to contribute the property or assets of the Company to some charitable object selected by them.

## **6 GUARANTEE**

6.1 The liability of each Guarantor Member is limited to £3, being the amount that each Guarantor Member undertakes to contribute to the assets of the Company if the Company is wound up while that person is a Guarantor Member or within one year after that person ceases to be a Guarantor Member, for:

6.1.1 payment of the Company's debts and liabilities contracted before that person ceased to be a Guarantor Member,

6.1.2 payment of the costs, charges and expenses of the winding up, and

6.1.3 adjustment of the rights of the contributories among themselves.

## **7 ACCOUNTS**

7.1 True accounts shall be kept of the sums of money received and expended by the Company, and the matter in respect of which such receipt and expenditure takes place, and of the property, credits, and liabilities of the Company.

7.2 The annual accounts of the Company shall be audited.

## **PART 2 DIRECTORS AND OTHER OFFICE HOLDERS**

### **DIRECTORS' POWERS AND RESPONSIBILITIES**

#### **8 DIRECTORS' GENERAL AUTHORITY AND POWERS OF THE BOARD**

- 8.1 Subject always to the provisions of these Articles, the administration, direction and management of the business and affairs of the Company shall be conducted by the Board, for which purpose they may exercise all the powers of the Company. The Board shall be responsible for the Company's compliance with the Act.
- 8.2 Without prejudice of the general powers of the Board as provided under Article 8.1, the Board shall have the powers:
- 8.2.1 to dispose of the funds of the Company for the Objects;
  - 8.2.2 to regulate its own proceedings (including proceedings of all Committees);
  - 8.2.3 to fix the dates of all General Meetings; and
  - 8.2.4 to invite individuals who are not Directors to attend Board Meetings and to attend or be members of any Committee(s) if it is felt that the composition of the Board or the relevant Committee(s) from time to time would benefit from the skills of such individuals, provided that such individuals shall not be permitted to vote ("**Observer(s)**").
- 8.3 The Guarantor Members may, by special resolution, direct the Directors to take, refrain from taking, specific action. No resolution passed by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such resolution had not been passed. No alteration of these Articles and no such direction as is referred to in Article 8.1 shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.

#### **9 DIRECTORS MAY DELEGATE**

- 9.1 Subject to these Articles, the Board may delegate any of the powers which are conferred on it under these Articles to such person or Committee, by such means (including by power of attorney), to such an extent, in relation to such matters and on such terms and conditions, in each case as it thinks fit.
- 9.2 All acts and proceedings delegated under Article 9.1 shall be reported to the Board in due course.
- 9.3 The Board may at any time revoke or alter the terms and conditions of any such delegation in whole or part.

#### **10 COMMITTEES**

- 10.1 The Board may establish and maintain (as applicable) such Committees as it deems necessary, which may include a Nominations Committee and/or Committees in respect of finance, audit, risk or human resources matters, in each case under such name, conditions and terms of reference (in accordance with Article 10.3) and for as long as the Board thinks fit and may dissolve any Committee at any time.
- 10.2 The Board shall appoint a Director (who can be, but does not have to be, a Director appointed to chair any other Committee) to be chair of any Committee which it decides to establish or maintain. The members of each Committee shall be appointed by the chair of the relevant Committee, subject to approval by the Board and (other than the chair of the relevant Committee) may be, but do not have to be Directors.

- 10.3 The Board shall approve and adopt written terms of reference (including rules of procedure) for all or any Committees, which prevail over rules derived from these Articles if they are not consistent with them.

## **DECISION MAKING BY DIRECTORS**

### **11 DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

Any decision of the Board must be either a majority decision in a Board Meeting or a unanimous decision taken in accordance with Article 12 without holding a Board Meeting.

### **12 DECISIONS IN WRITING**

- 12.1 A decision of the Directors is taken without holding a Board Meeting in accordance with this Article 12 when sufficient Eligible Directors to form a quorum at a Board Meeting sign a resolution (or otherwise indicate their agreement to the resolution in writing). Such resolution may be contained in one document or communication in electronic form or in several documents or communications in electronic form (all in the same form), each signed (or otherwise agreed in writing) by one or more of the Eligible Directors.

### **13 CALLING A MEETING OF THE BOARD**

- 13.1 The Board shall meet together as often as the Directors think necessary for the transaction of business at such times and places as the Board may from time to time determine.
- 13.2 A Board Meeting may be called at any time by the Chair or Vice Chair, or at the written request of five or more Directors.
- 13.3 Subject to Article 13.5, the Chief Executive shall give each Director notice (which need not be in writing) of the date, time and place of a Board Meeting:
- 13.3.1 seven Clear Days before the date of the Board Meeting; or
- 13.3.2 three Clear Days before the date of the Board Meeting if, in the opinion of the Chair or Vice Chair, there is a need for the meeting to be held more quickly.
- 13.4 Not less than three Clear Days prior to the date of every Board Meeting (or such shorter period as is agreed in accordance with Article 13.5), the Chief Executive shall deliver or send to each Director a statement of the business to be transacted at such Board Meeting, together with any relevant papers and materials, but the accidental omission to send such statement to or the non-receipt of such statement by any Director shall not invalidate the proceedings of any Board Meeting.
- 13.5 A Board Meeting may be held and/or any supporting documentation (as required by Article 13.4) circulated on such shorter notice as may be agreed by a majority of the Eligible Directors.

### **14 PARTICIPATION IN MEETINGS OF THE BOARD**

- 14.1 Subject to these Articles, Directors participate in a Board Meeting, or part of a Board Meeting, when:
- 14.1.1 the meeting has been called and takes place in accordance with these Articles; and
- 14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 14.2 Subject to Article 14.4, in determining whether Directors are participating in a Board Meeting, it is irrelevant where any Director is or how they communicate with each other, whether directly, by telephone or by any other electronic means or otherwise.



14.3 If all the Directors participating in a Board Meeting are not in the same location, they may decide that the meeting is to be treated as taking place wherever any of them is.

14.4 Unless otherwise agreed by the Chair, all Directors must be physically present at (and not attending by electronic means) not less than 50% of the Board Meetings held in any 12 month period.

## **15 QUORUM**

15.1 At a Board Meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another Board Meeting.

15.2 The quorum for meetings of the Board is five Directors (and shall include any alternate directors validly attending the meeting).

15.3 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 to call a General Meeting in accordance with these Articles.

## **16 CHAIRING OF BOARD MEETINGS**

All Board Meetings shall be chaired by the Chair, or, in the Chair's absence, by the Vice Chair, and in the absence of both, shall be chaired by any person elected by a majority of votes from among those present.

## **17 CASTING VOTE**

17.1 Unless otherwise stated in these Articles, all matters at a Board Meeting shall be decided by a majority of the votes of those present.

17.2 The person chairing the relevant Board Meeting shall have an additional or casting vote in all cases where there is an equality of votes (except where the vote relates to the election of a person to chair that Board Meeting).

## **18 CONFLICTS OF INTEREST**

18.1 Subject to the provisions of the 2006 Act and provided that the relevant Director has disclosed to the Board the nature and extent of any material interest held, a Director:

18.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

18.1.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and/or

18.1.3 shall not, by reason of being a Director, be accountable to the Company for any benefit derived from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

18.2 For the purposes of Article 18.1:

18.2.1 a general notice given to the Board which specifies the nature and extent of a Director's interest in any transaction or arrangement in which a specified person or class of persons is interested, shall be deemed to be a disclosure that the Director has a corresponding interest in any transaction with such parties; and

- 18.2.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect such Director to have knowledge shall not be treated as an interest of such Director.
- 18.3 Save as otherwise provided by the Articles or as authorised by those Directors who have no conflicting interest or duty:
- 18.3.1 a Director shall not be entitled to vote at a Board Meeting or a Committee meeting on any resolution concerning a matter in which that Director has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company (other than any Permitted Interest); and
- 18.3.2 a Director present at a Board Meeting or a Committee meeting shall not be counted in the quorum in relation to a resolution on which such Director is not entitled to vote.
- 18.4 The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Director from voting at a Board Meeting or a Committee meeting.
- 18.5 Without prejudice to the above, a Director shall acknowledge in writing and comply with the Company's code of conduct as adopted and amended by the Board from time to time.

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

- 19.1 The Board 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 Board and by the Company at General Meetings.
- 19.2 Any such records, if purporting to be signed by the person chairing a Board Meeting, or by the person chairing the next succeeding meeting, shall be sufficient evidence of the facts stated in them.

## **APPOINTMENT OF DIRECTORS AND OTHER OFFICE HOLDERS**

### **20 COMPOSITION OF THE BOARD**

- 20.1 Unless otherwise determined by ordinary resolution(s), the Board shall consist of:
- 20.1.1 one Director who shall be the Chair of the Company (the Chair);
- 20.1.2 one Director who shall be the Vice Chair of the Company (the Vice Chair);
- 20.1.3 up to nine Elected Directors;
- 20.1.4 up to three Appointed Directors; and
- 20.1.5 if the Board so resolves, the Chief Executive,
- provided that at least one Elected Director or Appointed Director must be an Independent Director.
- 20.2 It is the intention of the Company that the number of Elected Directors shall always exceed the number of Appointed Directors. Should the number of Elected Directors fall below the number of Appointed Directors at any time (for example, by reason of retirement) the Board shall:
- 20.2.1 as soon as reasonably practicable, hold an election (in accordance with the provisions of Article 23) to appoint more Elected Directors so as to take the number of Elected Directors above the number of Appointed Directors at the conclusion of such election; and

20.2.2 prior to the appointment of the Elected Directors in accordance with Article 20.2.1, with respect to any Board resolutions, apply such multiplier to the votes of the Elected Director(s) currently on the Board as is necessary to ensure that the Elected Directors (together) have one more vote on the Board than the Appointed Directors (together).

20.3 If there is a Nominations Committee, it shall:

20.3.1 recommend to the Board candidates to be Elected Directors and Appointed Directors to, having considered the balance of skills, knowledge and experience on the Board and taking into account the requirement for diversity as regards gender, ethnicity, geography and disability: and

20.3.2 ensure that all Guarantor Members are informed of Elected Director vacancies (which may include details of the preferred characteristics of any new appointees) and are invited to submit recommendations, having regard to the relevant skills requirements and diversity requirements.

## **21 APPOINTING AND REMOVING DIRECTORS**

21.1 Unless the Board exercises its rights under Article 21.2:

21.1.1 No person shall be a Director who is not a Guarantor Member or a HVC's Representative. A Director who ceases to be a Guarantor Member (or in the case of a HVC's Representative, if such person ceases to be a HVC's Representative or their appointing HVC ceases to be a Guarantor Member) shall be deemed immediately thereafter to have resigned as a Director.

21.1.2 No person (other than the Chief Executive) shall be a Director unless that person (or in the case of a HVC's Representative, the relevant HVC) has been a Qualifying Owner at some time during the twelve-month period immediately preceding the date of joining the Board.

21.1.3 Any Director (other than the Chief Executive) who ceases (or, in the case of a HVC's Representative, the relevant HVC ceases), for a period of more than six months to be a Qualifying Owner shall be deemed to have resigned as a Director on the date which falls six months after the date such Director (or in the case of a HVC's Representative, the relevant HVC) ceased to be a Qualifying Owner.

21.2 The Board may waive the requirements of Article 21.1 in whole or in part (and with or without imposing conditions) in respect of Elected Directors or Appointed Directors if the Board agrees unanimously that it would be in the best interests of the Company and its membership for that person to be a Director.

21.3 Any Director may resign from office on giving notice in writing to the Chief Executive, provided that in the case of the Chair and/or the Vice Chair, such retirement will not automatically be construed as retirement from the Board (unless the Board otherwise resolves).

21.4 Without prejudice to the provisions of section 168 of the 2006 Act, any Director may be removed by a vote of the Board conducted in accordance with the following provisions:

21.4.1 A simple majority of the Directors must sign a proposed resolution to remove and lodge it at the Registered Office before the Board Meeting at which the proposed resolution is to be put.

21.4.2 The proposals set out in that resolution must be limited to the removal of the relevant Director and shall state the date of the Board Meeting at which it is to be proposed.

- 21.4.3 As soon as possible after receipt, but nonetheless at least twenty-one Clear Days before the Board Meeting at which the resolution is to be proposed, the Chief Executive must send to every Director notice of the date, time and place of the Board Meeting, the text of the proposed resolution and the names of the signatories.
- 21.4.4 The resolution to remove may be proposed by any of the signatories at the designated Board Meeting.
- 21.4.5 Directors may vote in person or by an alternate appointed in accordance with Article 30.
- 21.4.6 To be successful, the resolution must receive votes in favour of a simple majority of the Eligible Directors who are present at the Board Meeting (whether or not all the Directors are present or actually vote at the Board Meeting).
- 21.4.7 Subject to compliance with these Articles, the arrangements for proposal and disposal of the resolution shall be as decided by the Chief Executive.
- 21.5 A Director removed in accordance with Article 21.4 (the “**Removed Director**”) shall have the right to appeal the decision to remove, as set out in this Article 21.5 (“**Removal Appeal**”). Any Removal Appeal must be submitted in writing to the Board within 30 days of the Removed Director ceasing to be a director of the Company. Upon receipt of a Removal Appeal, the Board, excluding the Removed Director, shall:
  - 21.5.1 convene a meeting to be held within 30 days of receiving the Removal Appeal (the “**Removal Appeal Meeting**”);
  - 21.5.2 review the Board’s decision and, at its discretion (by simple majority), uphold the removal or reinstate the Removed Director; and
  - 21.5.3 notify the Removed Director of the Board’s decision in respect of the Removal Appeal, within 5 Business Days of the Removal Appeal Meeting.
- 21.6 If the Board reinstates a Removed Director who is subject to a Suspension Period which has not expired at the time of the reinstatement, the Board shall also determine whether such Suspension Period should continue in accordance with its terms or be revoked.
- 21.7 If a person who ceased to be a Director is also the Chair or Vice Chair, that person shall be deemed, immediately following such removal, to have resigned from that office.
- 21.8 Where the Chief Executive is a Director, the Chief Executive shall cease to be a Director upon ceasing to be an employee of the Company or, if sooner, upon the Board resolving that the Chief Executive should cease to be a Director.
- 21.9 There shall be no age limit for any of the Chair, the Vice Chair, a Director or the Chief Executive, except as required by the Companies Acts.
- 21.10 Unless the Board resolves otherwise, a Director shall immediately cease to be a Director if, during the twelve-month period beginning on the date of the last AGM, that Director has missed more than half of the Board Meetings held during that twelve-month period.
- 21.11 Notwithstanding anything in these Articles, a person shall cease to be a Director of the Company as soon as that person:
  - 21.11.1 ceases to be a Director by virtue of any provision of the 2006 Act or becomes prohibited by law from being a Director;
  - 21.11.2 becomes bankrupt or makes any arrangement or composition with their creditors generally; or

21.11.3 is, or may be, suffering from mental disorder and either:

- (a) is admitted to hospital in pursuance of an application for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960;
- (b) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for their detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to their property or affairs, or
- (c) becomes subject to any procedure provided for by statute replacing or amending Article 21.11.3 (a) or (b).

21.12 All acts carried out in good faith at any meeting of the Board or of any Committee, or by any person acting as a Director, shall, notwithstanding a later discovery that there was some defect in the appointment or continuance in office of any such person, be as valid as if every such person had been duly appointed or had duly continued in office.

## **22 SUSPENDING A DIRECTOR**

22.1 The Board (acting by simple majority) shall have the authority to suspend a Director (the **"Relevant Director"**) for no more than six (6) months where:

22.1.1 the Board believes the Relevant Director has breached the Articles, Code of Conduct, or any policies of the Company; or

22.1.2 the Board believes the Relevant Director's actions or behaviour to be detrimental to the interests or reputation of the Company; or

22.1.3 the Relevant Director fails to attend, in person, at least 50% of Board Meetings in any 12 month period (unless otherwise agreed by the Chair in accordance with article 14.4); or

22.1.4 the Relevant Director is:

- (a) placed under investigation or notified of a pending investigation;
- (b) charged; or
- (c) convicted,

in respect of any civil or criminal offence, including any offence that may result (or has resulted) partially or exclusively, in a liability of the Company but excluding a road traffic offence not punished by a custodial sentence; or

22.1.5 the Board believes there are any other circumstances that, in the Board's sole discretion, justify suspension.

22.2 From the date the Relevant Director is notified of their suspension and for the duration of their suspension (the **"Suspension Period"**):

22.2.1 the Relevant Director shall not:

- (a) form part of the quorum in respect of, nor participate in any Board meetings, Committees, decisions, or activities of the Company; and
- (b) represent or claim to represent the Company in any capacity,

22.2.2 the Company (at the Board's discretion) may:

- (c) exclude the Relevant Director from the Company's premises; and
  - (d) require the Relevant Director not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company.
- 22.3 Before the end of the Suspension Period, the Board must hold a further meeting ("**Suspension Review Meeting**") to agree (by a simple majority of the Board members present at the Suspension Review Meeting) whether:
  - 22.3.1 the Relevant Director's suspension should be terminated and the requirements and restrictions imposed pursuant to Article 22.2 should be lifted;
  - 22.3.2 the Relevant Director should be suspended for a further period, not to exceed six months, immediately following the end of the preceding Suspension Period; or
  - 22.3.3 the Relevant Director should be removed as a Director, in accordance with the process set out in Article 21.4.
- 22.4 The Relevant Director shall have the right to appeal any decision to impose or extend a suspension under this Article 22.4 ("**Suspension Appeal**"). Any Suspension Appeal must be submitted in writing to the Board within 30 days of the start of a Relevant Director's suspension. Upon receipt of a Suspension Appeal, the Board shall promptly:
  - 22.4.1 review the Board's decision and, at its discretion (by simple majority), uphold or end the Suspension Period; and
  - 22.4.2 notify the Relevant Director of the Board's decision in respect of the Suspension Appeal.
- 22.5 For the avoidance of doubt, a Relevant Director may be removed in accordance with Article 21.4 during a period of suspension. If the Relevant Director is so removed, any Suspension Appeal process shall terminate and the Relevant Director may instead commence a Removal Appeal in accordance with the process set out in Article 21.5.

## 23 ELECTED DIRECTORS

- 23.1 Each Elected Director shall hold office, subject to the terms of these Articles, for a term of four (4) years and shall retire from office at the fourth AGM following such Elected Director's most recent election or re-election to the Board, save that any Elected Director who is in office as at the Effective Date shall continue with their current term of office and retire at the end of such term.
- 23.2 An Elected Director who retires at an AGM in accordance with Article 23.1 may, if willing to act, be re-elected by the Guarantor Members provided that no person may serve on the Board for more than twelve (12) years in total, whether consecutive or otherwise.
- 23.3 Any Guarantor Member may, within such period as the Board may determine and publish, apply in writing to the Chief Executive for election to the Board as an Elected Director at the next AGM.
- 23.4 If the number of applications to be an Elected Director exceeds the number of vacancies, the Chief Executive shall send (or cause to be sent) to all Guarantor Members (not less than twenty-one Clear Days before the AGM) a voting paper indicating:
  - 23.4.1 the names of the Elected Directors retiring at the AGM;
  - 23.4.2 details of the circumstances in which any additional vacancy has arisen;
  - 23.4.3 the names of those who have applied for election (including those applying for re-election);

- 23.4.4 the number of vacancies available to be filled;
  - 23.4.5 instructions for completion of the voting paper; and
  - 23.4.6 such other information concerning the candidates for election as the Board shall direct, provided that the accidental omission to send such voting paper to, or the non-receipt of such voting paper by, any Guarantor Member shall not invalidate any such election.
- 23.5 The voting papers shall be returned in the manner specified on the voting paper (or in the notice of the AGM) not less than three Clear Days (or such shorter period as the Board decides) before the date fixed for the AGM and papers received thereafter shall not be counted.
- 23.6 Unless the Board (or any requirement of law) otherwise direct or require, the votes shall be counted prior to such AGM under the direction of the Chair.
- 23.7 If there are more candidates than vacancies, candidates who receive the largest numbers of votes shall be elected to be Elected Directors successively, until all the vacancies are filled. If candidates for the last vacancy or vacancies receive the same number of votes, the Board shall decide that either:
- 23.7.1 all the candidates that received the same number of votes are elected; or
  - 23.7.2 none of the candidates that received the same number of votes are elected, in which case any such vacancy shall remain unfilled until the next AGM.
- 23.8 Those elected shall hold office from the end of the relevant AGM and for the purposes of these Articles shall be deemed to have been elected (simultaneously among themselves) at that AGM.
- 23.9 If the number of vacancies exceeds the number of candidates, then neither the Company nor the Board shall have power to fill any such vacancy.
- 23.10 If any Elected Director(s) resign(s) from the Board before the end of their four-year term, then at the discretion of the Board, their replacement(s) may be elected at the next AGM following such resignation(s).

## **24 APPOINTED DIRECTORS**

- 24.1 The Board may nominate Appointed Directors by a resolution passed at a Board Meeting (or by a written resolution pursuant to Article 12). To be nominated, the candidate must receive votes in favour from a simple majority of the Eligible Directors present at the Board Meeting (whether or not all the Directors are present or actually vote at the Board Meeting) or the written resolution must be duly passed.
- 24.2 The appointment as an Appointed Director of any person nominated by the Board in accordance with Article 24.1 shall be proposed at the next AGM after the relevant nomination.
- 24.3 Each Appointed Director shall hold office, subject to the terms of these Articles, for a term of four (4) years commencing on the date of the AGM at which that Appointed Director's appointment as an Appointed Director is approved by the Guarantor Members. Each Appointed Director shall be deemed to have retired from office at the fourth AGM following that Appointed Director's most recent appointment or re-appointment to the Board save that any Appointed Directors who are in office as at the Effective Date shall continue with their respective current terms of office and retire at the end of such term.
- 24.4 An Appointed Director who is deemed to have retired may, if willing to act, be reappointed (if re-nominated and re-appointed in accordance with this Article 24), provided that no person may serve on the Board for more than twelve (12) years in total, whether consecutive or otherwise.

## **25 THE CHAIR AND THE VICE CHAIR**

- 25.1 The Chair and Vice Chair shall be the people nominated by the Board by a resolution at a Board Meeting (or by a unanimous decision in a written resolution pursuant to Article 12) passed at any time during the year prior to an AGM (the “**Nomination(s)**”). The method of arriving at such Nominations shall be as decided from time to time by the Board provided that the Chair and the Vice Chair must be, at the time of their Nomination, Qualifying Owners. Resolutions to appoint the people Nominated as Chair and Vice Chair shall be proposed at the next AGM in accordance with Article 33.
- 25.2 A Chair or Vice Chair shall hold office until the close of the fourth AGM following the one at which they were appointed.
- 25.3 No Chair or Vice Chair shall hold office for more than four (4) consecutive years unless the Board resolves otherwise, and re-nominates that person again and provided that:
- 25.3.1 the term of office of the Vice Chair can be extended or shortened by the Board to ensure that the terms of office of the Chair and Vice Chair expire at the same time, and
- 25.3.2 no Chair or Vice Chair may serve on the Board for more than twelve (12) years in total, whether consecutive or otherwise.
- 25.4 For the avoidance of doubt, if the term of office of the Chair or the Vice Chair expires at a time when that person has been a Director for fewer than twelve (12) years, that person may become an Elected Director in accordance with Article 23 or an Appointed Director in accordance with Article 24.
- 25.5 Notwithstanding Articles 25.1 and 25.3, the Chair and Vice Chair who are in office as at the Effective Date shall continue with their respective current term of office and retire at the end of such term.
- 25.6 If the Chair or the Vice Chair is removed (in accordance with Article 21), dies, retires (in accordance with Article 21) or otherwise becomes disqualified from or ceases to be in office:
- 25.6.1 the Board shall, as soon as possible, hold an election to decide on the Nomination for a new Chair or Vice Chair (as the case may be);
- 25.6.2 the new Chair or Vice Chair shall not be permitted to take office until the next AGM (at which the Guarantor Members shall vote on whether to approve their Nomination); and
- 25.6.3 the Board may appoint an Acting Chair and/or Acting Vice Chair to hold office until the next AGM.
- 25.7 If the Guarantor Members do not approve the Nomination of a Chair and/or Vice Chair (by way of ordinary resolution at an AGM):
- 25.7.1 the Board shall not be permitted to appoint that person as Chair and/or Vice Chair;
- 25.7.2 as soon as reasonably practicable after the AGM, the Board shall convene a Board Meeting at which it will Nominate a new Chair and/or Vice Chair and may not Nominate the individual(s) so rejected by the Guarantor Members at that AGM;
- 25.7.3 as soon as reasonably practicable after the Board Meeting referred to in Article 25.7.2, the Board shall call a General Meeting at which the Guarantor Members shall be asked to approve the Nomination of the new Chair and/or Vice Chair by way of an ordinary resolution;
- 25.7.4 if the Guarantor Members approve the Nomination of the new Chair and/or Vice Chair, that person shall take office at the close of that General Meeting;



- 25.7.5 if the Guarantor Members do not approve the Nomination of the new Chair and/or Vice Chair, the process detailed in this Article 25.7 shall be repeated until a Nomination is approved by the Guarantor Members; and
- 25.7.6 the Board shall have the power to appoint an Acting Chair and/or Acting Vice Chair until such time as the Guarantor Members approve the appointment of a new Chair and/or Vice Chair (but may not appoint any person rejected by the Guarantor Members at any relevant AGM or General Meeting).

## **26 THE CHIEF EXECUTIVE**

- 26.1 The Board shall appoint a Chief Executive for such a term, and at such a salary, and upon such conditions as it may determine and any Chief Executive may be removed by the Board at any time. During the temporary absence of the Chief Executive for any reason, the Board may appoint a deputy to perform the duties of the Chief Executive.
- 26.2 The Chief Executive shall assist the Board in developing the Company's aims and strategies. The Board may delegate to the Chief Executive such of their powers as it considers desirable that the Chief Executive should be able to exercise to achieve the Company's aims, subject to any condition that the Board imposes. The Board shall maintain oversight of the Chief Executive's exercise of the delegated powers and if the Board considers necessary, may direct the Chief Executive to make alterations as to how the Company's business is being conducted.
- 26.3 The Chief Executive shall be the secretary of the Company for the purposes of the 2006 Act but only while Chief Executive, and shall:
  - 26.3.1 prepare and keep or shall cause to be prepared and kept a record of the minutes of proceedings of every Board Meeting and General Meeting;
  - 26.3.2 (unless otherwise directed by the Board or the Chair) conduct all correspondence and send out all necessary notices;
  - 26.3.3 have charge of all money belonging to the Company subject to any limitations imposed by the Board, and the Chief Executive's receipt shall be evidence for all subscriptions and other money payable to the Company;
  - 26.3.4 make all disbursements authorised by the Board and cause true accounts to be kept of sums of money received and expended;
  - 26.3.5 maintain on a day-to-day basis the statutory books of the Company subject to the direction of the Chair insofar as they do not conflict with the directions (if any) of the Board; and
  - 26.3.6 ensure the financial books and accounts of the Company are open to the inspection of the Directors at such time(s) as the Board directs, and subject to any restrictions imposed by the Board.

## **27 SCOTLAND REPRESENTATIVE**

- 27.1 The Board may from time to time designate a Director who is resident in Scotland as the Scotland Representative.
- 27.2 If there are no Directors who are resident in Scotland, the Board may, from time to time, designate a Guarantor Member who is resident in Scotland to act as the Scotland Representative and may nominate that person as an Appointed Director in accordance with Article 24.

## **28 WELSH REPRESENTATIVE**

- 28.1 The Board may from time to time designate a Director who is resident in Wales as the Welsh Representative.
- 28.2 If there are no Directors who are resident in Wales, the Board may, from time to time, designate a Guarantor Member who is a resident in Wales to act as the Welsh Representative, and may nominate that person as an Appointed Director in accordance with Article 24.

## **29 DIRECTORS' REMUNERATION AND EXPENSES**

- 29.1 The Board may enter into an agreement with any Director for the provision of any services to the Company by that Director for an appropriate remuneration (which may be waived by the Director).
- 29.2 Without prejudice to Article 29.1, the Chair, Vice Chair, any Acting Chair, any Acting Vice Chair and each Director shall be entitled to such remuneration as the Board may by resolution determine from time to time and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.
- 29.3 The Company may also pay any reasonable expenses which a Director properly incurs in connection with attending meetings of the Board or Committees, General Meetings or otherwise in connection with the exercise of that Director's powers and the discharge of that Director's responsibilities in relation to the Company.

## **ALTERNATE DIRECTORS**

### **30 ALTERNATE DIRECTORS**

- 30.1 Any Director (the "**Appointor**") may appoint another Director to be the Appointor's alternate director to:
- 30.1.1 exercise the Appointor's powers; and
  - 30.1.2 carry out the Appointor's responsibilities,
- in relation to attendance at Board Meetings and the taking of decisions by the Directors, provided that no Appointor may be represented by an alternate at more than 50% of the meetings held in any 12 month period.
- 30.2 In these Articles, where the context so permits, the term "Director" shall include an alternate director appointed by the Appointor. A person may be appointed an alternate director by more than one Appointor.
- 30.3 Any appointment or removal of an alternate director must be effected by notice in writing to the Company (and to the alternate, on removal) signed by the Appointor, or in any other manner approved by the Directors.
- 30.4 An alternate director has the same rights, in relation to any decision of the Directors, as the alternate director's Appointor.
- 30.5 Unless the Articles specify otherwise, alternate directors:
- 30.5.1 are liable for their own acts and omissions;
  - 30.5.2 are subject to the same restrictions as their Appointors; and
  - 30.5.3 are not deemed to be agents of or for their Appointors.

- 30.6 Alternate directors are entitled, in the absence of their Appointor(s), to a separate vote on behalf of each Appointor, in addition to the alternate director's own vote on any decision of the Directors but shall not count as more than one for any quorum requirement.

## **PART 3 GUARANTOR MEMBERS**

### **BECOMING AND CEASING TO BE A GUARANTOR MEMBER**

#### **31 GUARANTOR MEMBERS**

- 31.1 The Guarantor Members are those persons who appear as members in the Register of Members of the Company.
- 31.2 A Guarantor Member shall not be required to be, or to remain, an Owner.
- 31.3 Any person wishing to become a Guarantor Member shall:
- 31.3.1 complete and send to the Registered Office (or to such other address or email address as the Board may from time to time provide) an application for admission to membership with such details as the Board may from time to time require; and
  - 31.3.2 agree to conform to the rules and regulations of the Company,
- and any person whose application is accepted shall then become a Guarantor Member.
- 31.4 The Board may refuse to admit as a Guarantor Member (or refuse to accept the transfer of membership to) any person (whether an Owner or not) without giving any reason for that refusal.
- 31.5 A Guarantor Member may retire from membership on giving to the Company not less than one month's written notice of a desire to retire.
- 31.6 Unless the Board, in its absolute discretion otherwise permits, membership of the Company by a Guarantor Member shall lapse in circumstances where such Guarantor Member is more than thirty days in arrears with any sums due to the Company. If a Guarantor Member's membership of the Company has lapsed and, following such lapse, the vote of such person (although not valid) has been counted in any context relating to the Company, the validity of such vote shall not be questioned after it has been admitted (without objection).
- 31.7 Any person who:
- 31.7.1 is disqualified for a breach of the Rules and whose disqualification is published in the Racing Calendar or in such other manner as the Rules shall prescribe;
  - 31.7.2 has a receiver of their affairs appointed by the Court of Protection;
  - 31.7.3 becomes bankrupt; or
  - 31.7.4 (being a corporation) suffers a resolution to be passed or an order to be made for its winding-up,
- shall in each case immediately (on the date of such event) cease to be a Guarantor Member but shall be eligible to apply afresh for membership of the Company following termination or reversal of such circumstances.
- 31.8 A Guarantor Member may apply to transfer their membership to their parent, sibling, spouse, partner or child, by signing an instrument of transfer in any usual form or in any form approved by the Board and delivering such document to the Company.
- 31.9 If the Board agrees to the transfer of membership, the Company shall, as soon as reasonably practicable and without charging a fee, register the transferee in the Register of Members of the Company and notify the transferee of the date they become a Guarantor Member.
- 31.10 Any Guarantor Member who:

- 31.10.1 fails to comply with any regulation of the Company or any lawful bye-law regulation or order of the Board;
- 31.10.2 in the opinion of the Board (on such grounds and evidence as the Board considers sufficient) is guilty of any dishonourable act, practice or conduct; or
- 31.10.3 in the opinion of the Board has acted disrespectfully or in any way which is detrimental to the good name of the Company or has otherwise brought the Company into disrepute, or whose membership might otherwise be detrimental to the interests of the Company;

may be excluded from membership of the Company by resolution passed by a simple majority of the Directors present and voting at a Board Meeting.

- 31.11 Any written representation made by a Guarantor Member prior to a Board Meeting to consider that Guarantor Member's exclusion from the membership shall be considered by the Board, but that Guarantor Member shall not be entitled to attend that Board Meeting unless so invited by the Board. Any Guarantor Member so excluded shall be eligible to apply afresh for membership of the Company following termination or reversal of the relevant circumstances.
- 31.12 Except as otherwise set out in these Articles, the rights and privileges of each Guarantor Member shall be personal to that Guarantor Member and shall not be transferable or transmissible by a Guarantor Member's own act or by operation of law.
- 31.13 Any person ceasing to be a Guarantor Member forfeits all rights in relation to and claims upon the Company, its property and its funds and has no right to the return of any part of any subscription paid.
- 31.14 The Board may from time to time appoint any persons willing to be so appointed as honorary Guarantor Members at the discretion of the Board and may withdraw any such appointment at any time.

## **ORGANISATION OF GENERAL MEETINGS**

### **32 NOTICE OF AND CALLING GENERAL MEETINGS**

- 32.1 The Board or the Chair (acting on behalf of the Board) shall call a General Meeting:
  - 32.1.1 at any time if the Board resolves to do so; or
  - 32.1.2 within 21 days of receiving a written request (which includes the purpose of the meeting) from at least 5% of the Guarantor Members and the date of such General Meeting must be no more than 28 days after the date of the request.
- 32.2 Subject to Article 32.1.2, the Guarantor Members must be given at least fourteen Clear Days' notice specifying the place, day and hour of any General Meeting, and the general nature of the business to be transacted at such meeting, but the accidental omission to send such notice to or the non-receipt of such notice by any Guarantor Member shall not invalidate any proceedings at any General Meeting.

### **33 AGMS**

- 33.1 The Company shall hold a General Meeting in every calendar year as its AGM at such time and place, including by means of Electronic Facility or Electronic Facilities, as may be determined by the Board and shall state that the meeting is the AGM in the notice calling it. Not more than fifteen months shall be allowed to elapse between any two AGMs.
- 33.2 At every AGM:

- 33.2.1 an annual report of the Board for the past year shall (if the Board so decides) be read, and in any event shall be placed before such AGM;
- 33.2.2 the names of any newly Elected Directors shall be announced by the chairperson of such AGM;
- 33.2.3 the appointment or re-appointment of Appointed Directors shall be proposed for approval by the Guarantor Members in accordance with Article 23;
- 33.2.4 where a new Chair and/or Vice-Chair has been Nominated by the Board subsequent to the last AGM, the Guarantor Members shall vote on whether to approve the Nomination(s), and, if approved, the new Chair and/or Vice-Chair shall take office immediately following that AGM (but if any Nomination is not approved, the provisions of Article 25.7 shall apply). For the avoidance of doubt, a vote to approve a Nomination shall only take place at the beginning of the term of office of the relevant Chair or Vice Chair;
- 33.2.5 the audited balance sheet and income and expenditure account for the previous year shall be presented and (if approved) passed;
- 33.2.6 the auditor of the Company for the next year shall be appointed; and
- 33.2.7 any other business that the Company is required to conduct, and any business which the Board decides to conduct, shall be conducted.

#### **34 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

- 34.1 The following people shall be entitled to receive notice of, attend and speak at General Meetings:
  - 34.1.1 every Guarantor Member;
  - 34.1.2 the Chief Executive; and
  - 34.1.3 any other person permitted by the GM Chair.
- 34.2 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.
- 34.3 A person is able to exercise the right to vote at a General Meeting when:
  - 34.3.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - 34.3.2 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 everyone else attending the meeting.
- 34.4 The Board may make whatever arrangements it considers appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it.
- 34.5 The Board may resolve to enable persons entitled to attend and participate in a General Meeting to do so by simultaneous attendance and participation by means of Electronic Facility or Electronic Facilities, and may determine the means, or all different means, of attendance and participation used in relation to the General Meeting. The Guarantor Members present in person or by proxy by means of an Electronic Facility or Electronic Facilities (as so determined by the Board) shall be counted in the quorum for, and be entitled to participate in, the relevant General Meeting. That meeting shall be duly constituted and its proceedings valid if the GM Chair is satisfied that adequate facilities are available throughout the meeting to ensure that Guarantor

Members attending the meeting by all means (including the means of an Electronic Facility or Electronic Facilities) are able to:

34.5.1 participate in the business for which the meeting has been convened;

34.5.2 hear everyone who speaks at the meeting; and

34.5.3 be heard by everyone attending and participating in the meeting.

- 34.6 Anyone seeking to attend and participate in a General Meeting by way of Electronic Facility or Electronic Facilities, shall be responsible for maintaining adequate facilities to enable them to do so. Subject only to the requirement for the chairperson to adjourn a General Meeting in accordance with the provisions of Article 38, any person(s) being unable to attend or participate in a General Meeting by way of Electronic Facility or Electronic Facilities shall not invalidate the proceedings of that meeting.

## **35 QUORUM FOR GENERAL MEETINGS**

No business shall be transacted at any General Meeting, except the election of a GM Chair and the adjournment of the General Meeting, unless a quorum of twelve Guarantor Members is present in person or by proxy at the time when the General Meeting proceeds to business. If within thirty minutes from the time appointed for the General Meeting a quorum is not present, the General Meeting, if convened on the requisition of Guarantor Members, shall be dissolved; in any other case, it shall be adjourned.

## **36 CHAIRING GENERAL MEETINGS**

The Chair or, in the Chair's absence, the Vice Chair shall be entitled to chair all General Meetings, and in the absence of both of them, a chairperson ("**GM Chair**") shall be elected from Directors present at the General Meeting before any other business is transacted. No poll may be demanded on the election of GM Chair.

## **37 ADJOURNMENT**

- 37.1 The GM Chair may adjourn a General Meeting at which a quorum is present if:

37.1.1 the meeting consents to an adjournment; or

37.1.2 it appears to the GM Chair that an adjournment is necessary to ensure that the business of the meeting is conducted in an orderly manner.

- 37.2 When adjourning a General Meeting, the GM Chair must:

37.2.1 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

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

- 37.3 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:

37.3.1 to the same people who are entitled to notice of the Company's General Meetings; and

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

- 37.4 The Guarantor Members who attend an adjourned meeting shall be deemed to constitute a quorum for that reconvened meeting.

## **VOTING AT GENERAL MEETINGS**

### **38 VOTING GENERAL**

- 38.1 At any General Meeting every Guarantor Member present in person shall have one vote, and on a poll every Guarantor Member present in person or by proxy shall have one vote. The GM Chair shall have an additional or casting vote on any show of hands or poll where there are equal votes.
- 38.2 Before any vote, the GM Chair may require each Guarantor Member present and intending to vote to provide their full name and address to the GM Chair in writing.
- 38.3 A Guarantor Member which is a corporation may vote in person by an authorised representative, however, any representative may be required to provide evidence of authorisation prior to any vote by that representative being counted.
- 38.4 All questions at any General Meeting shall be decided on a poll vote. A declaration by the GM Chair that a resolution has been passed or lost shall be conclusive evidence of the fact.

### **39 ERRORS AND DISPUTES**

Any objection to the eligibility of any voter can be made only at the General Meeting or adjourned General Meeting at which the vote objected to is tendered. Any objection shall be referred to the then GM Chair whose decision shall be final and conclusive. Every vote not disallowed at the relevant General Meeting shall be valid.

### **40 PROXY**

- 40.1 An instrument appointing a proxy of a Guarantor Member shall be in writing, executed by or on behalf of the appointer and shall be in such form as the Chief Executive shall from time to time prescribe, approve or accept. The instrument appointing a proxy and any authority under which it is executed may:
- 40.1.1 be deposited at the Registered Office not later than twenty-four hours before the commencement of the General Meeting or adjourned General Meeting at which the proxy is to take effect; or
- 40.1.2 where a poll is not taken forthwith but is to be taken at an adjourned General Meeting, be delivered at the General Meeting at which the poll was demanded to the GM Chair or to the Chief Executive,

and an instrument of proxy which is not deposited or delivered in such manner shall be invalid.



## **PART 4 ADMINISTRATIVE ARRANGEMENTS**

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

- 41.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a Board Meeting need not be in writing.
- 41.2 The Company may give any notice to a Guarantor Member either personally or by sending it by post in a prepaid envelope addressed to the Guarantor Member's address within the United Kingdom as it appears in the register of Guarantor Members, or by leaving it at that address, or by way of electronic means to an email address notified in writing to the Company by the Guarantor Member.
- 41.3 A Guarantor Member whose address in the register of Guarantor Members is not in the United Kingdom, and who has not given the Company an address for communication by electronic means, shall not be entitled to receive any notice from the Company.
- 41.4 A Guarantor Member present, either in person or by proxy, at any General Meeting shall be deemed to have received notice of the General Meeting and of the purposes for which it was called.
- 41.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of forty-eight hours (plus any intervening Sundays and bank holidays) after the envelope containing it was posted unless there is evidence that it was actually delivered sooner. Any notice, if served by electronic means, shall be deemed to have been received on the day on which the electronic communication was sent by or on behalf of the Company. Any notice, document or other information made available on a website shall be deemed to have been received on the day on which the notice, document or other information was first made available on the website or, if later, when a notice of availability is received or deemed to have been received pursuant to this Article.

### **42 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Except as provided by law or these Articles, or otherwise authorised by the Board 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 Guarantor Member.

## **DIRECTORS INDEMNITY AND INSURANCE**

### **43 INDEMNITY AND INSURANCE**

- 43.1 In this Article:
- 43.1.1 a "relevant officer" means any Director or other officer of the Company; and
- 43.1.2 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.
- 43.2 Each relevant officer of the Company shall be indemnified out of the Company's assets against any liability incurred by that relevant officer in that capacity in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any other liability incurred by that relevant officer as an officer of the Company, save that such person shall not be entitled to be indemnified:
- 43.2.1 for any liability incurred by that person to the Company;
- 43.2.2 for any fine imposed in criminal proceedings which have become final;

- 43.2.3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
  - 43.2.4 for any costs for which that person has become liable in defending any criminal proceedings in which that person is convicted and such conviction has become final;
  - 43.2.5 for any costs for which that person has become liable in defending any civil proceedings brought by the Company in which a final judgment has been given against that person;
  - 43.2.6 for any fine, liability or costs for which that person has become liable in connection with any breach of any Rules; or
  - 43.2.7 for any other indemnification which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 43.3 Without prejudice to the provisions of Article 43.2, the Board shall have the power to purchase and maintain insurance for or for the benefit of any persons which are or were at any time:
- 43.3.1 Directors or officers or employees of:
    - (a) the Company;
    - (b) any other company in which the Company had any interest (whether direct or indirect); or which is in any way allied to or associated with the Company, or of any subsidiary of the Company (a “**Related Entity**”); or
  - 43.3.2 trustees of any pension fund in which employees of the Company or of any Related Entity are interested,
- including insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or officers in relation to the Company or any Related Entity or pension fund.
- 43.4 Notwithstanding Article 18, a Director entitled to vote shall be free to vote on any proposal concerning any insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any Directors or Guarantor Members or for persons who include Directors, provided that for the purposes of this Article 43.4, insurance shall mean only insurance against liability incurred by such a person in respect of any act or omission by that person referred to in Article 43.2 or any other insurance which the Company is empowered to purchase and or maintain for or for the benefit of any groups of persons consisting of or including Directors.