COMPANIES ACT 2006

GATWICK DIAMOND INITIATIVE LIMITED

PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

Innovis House
108 High Street
Crawley
West Sussex
RH10 1AS

Tel: 01293 603603
Fax: 01293 603666
Web: www.asb-law.com
Ref: 551100/1
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PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms

1.1 In these Articles, unless the context requires otherwise—

**Articles** means these articles of association;

**Associate Member** means those Members who became eligible for membership pursuant to Article 3.1(d);

**Bankruptcy** includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

**Committee** means a committee to whom the Management Group have delegated all or some of their powers in accordance with Article 24;

**Companies Acts** means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the GDI;

**Executive** has the meaning given to it in Article 18.1(a) and “Executives” shall mean all of them;

**First Directors** means the directors appointed at incorporation of the GDI;

**Gatwick Diamond** means the area known as the Gatwick Diamond;

**GDI** means the Gatwick Diamond Initiative Limited;

**Honorary Member** means those members who became eligible for membership pursuant to Article 3.1(c);

**Member** has the meaning given in section 112 of the Companies Act 2006 and, for avoidance of doubt, shall include each Ordinary Member and Associate Member;

**Ex-Officio** has the meaning given to it in Article 18.1(b) and “Ex-Officios” shall mean all of them;

**Objectives** means the objectives and aims of the GDI from time to time, including (but not limited to):

- to promote a successful and prosperous economy in the Gatwick Diamond;
- to lead, facilitate and encourage a partnership approach among the private, public and voluntary sectors in the Gatwick...
Diamond; and

- to represent the Gatwick Diamond's business views and influence decisions at all levels of government and of other policy makers;

**Ordinary Member** means those Members who became eligible for membership pursuant to Article 3.1(b);

**Overview Forum** means the membership of the GDI;

**Overview Forum Chairman** means the person appointed to that office in accordance with Article 9.1;

**Management Group** means the duly elected governing body of the GDI in accordance with Article 19;

**Management Group Chairman** means the person appointed to that office in accordance with Article 19.5;

**Representative** means a person authorised or appointed in accordance with Article 14 to represent a Member;

**Secretary** means the person duly authorised and appointed to perform the duties of secretary of the GDI in accordance with Article 37;

**Year** means the period from the 1st day of January to the next following 31st day of December, inclusive.
1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the GDI.

1.3 Any words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender and words importing persons shall include a natural person, a statutory, corporate or unincorporated body (whether or not having separate legal personality).

2. **Liability of Members**

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

(a) payment of the GDI’s debts and liabilities contracted before the Member ceases 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**

**MEMBERS**

**BECOMING AND CEASING TO BE A MEMBER**
3. **Becoming a Member**

3.1 The following persons shall be eligible for membership of the GDI:

(a) the subscriber to the Memorandum of Association of the GDI;

(b) any person who satisfies the Management Group that it is engaged or interested (directly or indirectly) in the Objectives of the GDI PROVIDED THAT any person becoming eligible for membership under the terms of this Article shall be designated an “Ordinary Member” of the GDI;

(c) any person who by reason of distinction in public life or in service to the Gatwick Diamond or by virtue of their office is deemed fit by the Management Group to be a Member PROVIDED THAT any person becoming eligible for membership under the terms of this Article shall be designated an “Honorary Member” of the GDI; and

(d) any other person who satisfies the Management Group that it is fit to be a Member PROVIDED THAT any person becoming eligible for membership under the terms of this Article shall be designated an “Associate Member” of the GDI.

3.2 No person shall become a Member of the GDI unless:

(a) that person has completed an application for membership in a form approved by the Management Group from time to time;

(b) it has delivered to the GDI a notice in writing in support of its candidature signed by two Ordinary Members in a form approved by the Management Group from time to time; and

(c) the Management Group have approved that person’s application by simple majority for membership and their notice in support of candidature and resolved to admit such person as a Member,

provided that, the Management Group may, in their sole discretion, dispense with applications for membership and notices of support from those persons whom the Management Group desires to admit as a Member.

4. **Associate Members and Honorary Members**

An Associate Member or an Honorary Member shall not be entitled to the same rights and privileges or have the same obligations as an Ordinary Member and shall only be entitled to those rights and privileges and have such obligations as are expressly conferred on them under these Articles.

5. **Termination and suspension of Membership**

5.1 Membership is not transferable or transmissible except to any successor body or authority or corporation to which the relevant Member’s general
functions are transferred pursuant to any statute or instrument or order affecting such Member.

5.2 A Member shall cease to be a Member of the GDI if:

(a) the Member gives the GDI 7 days’ notice in writing of the Member’s wish to terminate its membership;

(b) any action, legal proceedings or other procedure or step is taken for the Member’s winding-up or dissolution (not being a winding-up or dissolution solely for the purposes of amalgamation or reconstruction);

(c) the Member suspends payment of its debts or enters into a composition or arrangement with its creditors or a receiving order is received by the Member; or

(d) the Member becomes insolvent;

(e) the Member, in the opinion of the Management Group, has ceased to be engaged or interested in the Objectives of the GDI and the Executives resolve that it should cease to be a Member; or

(f) the Member is expelled in accordance with Article 5.4,

5.3 An Honorary Member shall cease to be an Honorary Member of the GDI if:

(a) he dies;

(b) he suspends payments of his debts or a Bankruptcy order or a receiving order is made against him;

(c) he is expelled in accordance with Article 5.4;

(d) he gives the GDI 7 days’ notice in writing of his wish to terminate his membership;

(e) he, in the opinion of the Management Group, has ceased to be engaged or interested in the Objectives of the GDI and the Executives resolve that he should cease to be a Member.
5.4 The Executives may, in their absolute discretion resolve to:

(a) expel a Member from the GDI; or

(b) suspend a Member or Member’s rights under these Articles for a specified period of time,

and any such resolution shall be final and binding upon that Member.

5.5 Prior to passing any resolution under Article 5.4:

(a) the Executives shall give the relevant Member notice in writing that they intend to consider and, if thought fit approve, the suspension or expulsion of that Member or Honorary Member and such notice shall:

(i) be given not less than 30 days prior to the meeting of the Management Group at which such expulsion or suspension is intended to be considered and approved;

(ii) state the grounds for suspension or expulsion; and

(iii) in the case of a suspension, state the duration of the proposed suspension;

(b) the relevant Member may not less than 5 days before the expiry of the 30 day period referred to in 5.5(a)(i) above submit, in writing, his/its objections to the proposed suspension or expulsion by sending the same by registered post addressed to the GDI’s registered office; and

(c) the Management Group shall consider any objection raised by the Member under Article 5.5(b) and may, in its absolute discretion, agree to hear the Member in person.

5.6 A resolution of the Management Group suspending or expelling a Member or under Article 5.4 shall:

(a) only be considered at a meeting of the Management Group of which not less than 21 days’ notice specifying the intention to propose such resolution is given to each member of the Management Group; and

(b) be passed by way of a simple majority of the Executives.

ORGANISATION OF GENERAL MEETINGS OF THE OVERVIEW FORUM
6. **General meetings of the Overview Forum**

An annual general meeting of the Overview Forum shall be held once in every Year. At least one further general meeting of the Overview Forum shall be held in every Year. All meetings of the Overview Forum shall be held at such time and place as may be prescribed by the Management Group.

7. **Notice of general meetings of the Overview Forum**

7.1 A general meeting of the Overview Forum (including an annual general meeting of the Overview Forum) shall be called on not less than fourteen clear days' notice.

7.2 Notices calling a general meeting of the Overview Forum (including an annual general meeting of the Overview Forum) shall specify the place, the day and the hour of meeting, and:

(a) in the case of special business, the general nature of such business; and

(b) in the case of an annual general meeting, specify the meeting as such.

7.3 Notice of each general meeting of the Overview Forum (including an annual general meeting of the Overview Forum) shall be given in the manner hereinafter mentioned to each Member and Honorary Member.

7.4 A general meeting of the Overview Forum (including an annual general meeting) shall, notwithstanding that it is called by shorter notice than that specified in Article 7.1, be deemed to have been duly called, if it is so agreed by such number of Ordinary Members as is prescribed by the Companies Acts.

7.5 The accidental omission to give notice to, or the non receipt of notice by, any person entitled to receive notice, shall not invalidate the proceedings at any general meeting of the Overview Forum.

7.6 All business transacted at a general meeting of the Overview Forum (including an annual general meeting of the Overview Forum) shall be deemed special with the exception of:

(a) the approval of the GDI’s accounts; and

(b) the appointment of accountants and / or auditors,

which shall be ordinary business.

8. **Quorum for general meetings of the Overview Forum**

8.1 Save for the first general meeting of the Overview Forum, where the quorum shall be those Members in attendance at the meeting, 10
Ordinary Members present in person or by proxy shall be a quorum unless the meeting has been adjourned in accordance with Article 10, in which case 7 Ordinary Members present in person or by proxy shall be a quorum.

8.2 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting of the Overview Forum if the persons attending it do not constitute a quorum.

9. **Chairing general meetings of the Overview Forum**

9.1 The Overview Forum shall appoint an Overview Forum Chairman to chair general meetings of the Overview Forum.

9.2 If the Overview Forum Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

(a) the Management Group Chairman; or

(b) in the absence of the person mentioned at 9.2 (a) above, any other member of the Management Group; or

(c) in the absence of any person mentioned at 9.2 (a) or 9.2 (b) above, any Member or Honorary Member of the GDI appointed by the majority of Members and Honorary Members present in person or in proxy;

shall chair the meeting, and the appointment of the chairman of the meeting shall be the first business of the meeting.

9.3 The person chairing a meeting in accordance with this Article is referred to as “the chairman of the meeting”.

10. **Adjournment and dissolution**

10.1 If the persons attending a general meeting of the Overview Forum 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 chairman of the meeting must adjourn it, unless that general meeting of the Overview Forum was convened on a requisition by the Members and Honorary Members under section 303 of the Companies Act 2006, in which case the general meeting of the Overview Forum shall be dissolved.

10.2 The chairman of the meeting may adjourn a general meeting of the Overview Forum at which a quorum is present if:

(a) the meeting consents to an adjournment, or

(b) it appears to the chairman 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.

10.3 The chairman of a general meeting of the Overview Forum that is quorate must adjourn a general meeting of the Overview Forum if directed to do so by the meeting.

10.4 When adjourning a general meeting of the Overview Forum, the chairman 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 Management Group, and

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

10.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the GDI must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

(a) to the same persons to whom notice of the GDI's general meetings of the Overview Forum is required to be given, and

(b) containing the same information which such notice is required to contain.

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

VOTING AT GENERAL MEETINGS OF THE OVERVIEW FORUM

11. Voting: general

11.1 A resolution put to the vote of a general meeting of the Overview Forum must be decided on a show of hands unless a poll is duly demanded in accordance with Article 13.

11.2 Unless otherwise provided herein:

(a) an Ordinary Member present in person or by proxy or a Representative, shall on a show of hands, have one vote or shall have one vote on a poll; and

(b) no Associate Member or Honorary Member shall have any right to vote on a show of hands or on a poll.

11.3 In the case of an equality of votes, either on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place, or at
which the poll is demanded, as the case may be, shall not be entitled to a second or casting vote.

12. **Errors and disputes**

12.1 No objection may be raised to the qualification of any person voting at a general meeting of the Overview Forum 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.

12.2 Any such objection must be referred to the chairman of the meeting whose decision is final. A declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of the GDI shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

13. **Poll votes**

13.1 A poll may be demanded at a general meeting of the Overview Forum, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared, by:

(a) the chairman of the meeting;

(b) the Management Group;

(c) five or more persons having the right to vote on the resolution; or

(d) a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.

13.2 A demand for a poll may be withdrawn if:

(a) the poll has not yet been taken; and

(b) the chairman of the meeting consents to the withdrawal.

13.3 A poll duly demanded on the election of a chairman of the meeting or on a question of adjournment must be taken immediately and in such manner as the chairman of the meeting directs. A poll duly demanded on any other matter shall be taken at such time and place, either at once or after an adjournment and in such manner (including by post) as the chairman of the meeting may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

13.4 On a poll votes may be given either personally or by proxy or by a Representative or in the case of postal voting, in any such manner as the Management Group may consider suitable.
13.5 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

14. **Attendance at meetings by Representatives**

14.1 Any Member may by resolution of its partners, members, directors, council or other governing body, authorise such person as it thinks fit to act as its Representative at any meeting of the GDI, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation, firm, council or association which he represents as that corporation, firm, council or association could exercise if it were an individual Member of the GDI personally present.

14.2 In the absence of a formal appointment in accordance with Article 14.1, a Member may be represented by a partner, member, director, senior executive or principal officer of the Member that he represents and that director, partner, senior executive or principal officer shall be entitled to exercise the same powers on behalf of the corporation, firm, council or association which he represents as that corporation, firm, council or association could exercise if it were an individual Member of the GDI personally present.

15. **Content of proxy notices**

15.1 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 Management Group may determine; and

   (d) is delivered to the GDI in accordance with these Articles and any instructions contained in the notice of the general meeting of the Overview Forum to which they relate.

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

15.3 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.

15.4 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 of the Overview Forum to which it relates as well as the meeting itself.

16. **Delivery of proxy notices**

16.1 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed shall be deposited at the registered office of the GDI not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.

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

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

16.4 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.

16.5 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 sign it on the appointer’s behalf.

16.6 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. Unless the proxy designates an individual to vote the proxy it shall be the Chairman of the meeting that votes the proxy.

17. **Amendments to resolutions**

17.1 An ordinary resolution to be proposed at a general meeting of the Overview Forum may be amended by ordinary resolution if:

(a) notice of the proposed amendment is given to the GDI 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 chairman of the meeting may determine); and
the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

17.2 A special resolution to be proposed at a general meeting of the Overview Forum 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.

17.3 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 3
THE MANAGEMENT GROUP
POWERS AND RESPONSIBILITIES OF THE MANAGEMENT GROUP

18. The Management Group

18.1 The Management Group shall be the duly elected governing body of the GDI and shall consist of;

(a) an unlimited number of individuals who are either Members or Representatives or individuals appointed by the Management Group pursuant to Article 19.4, each of whom shall be entitled to receive notice of and attend meetings of the Management Group and vote on resolutions considered and proposed by the Management Group (such individuals together the “Executives” and each individually an “Executive”); and

(b) an unlimited number of individuals who are either Members, Honorary Members, Representatives, the Secretary or individuals appointed by the Management Group pursuant to Article 19.4, each of whom shall be entitled to receive notice of and attend meetings of the Management Group but shall not be entitled to vote on resolutions considered and proposed by the Management Group, and shall be comprised of such ex-officio members or Representatives as are elected to the Management Group in accordance with these Articles, (such individuals together the “Ex-Officios” and each individually an “Ex-Officio ”).

18.2 Each Executive shall be appointed a Director of the GDI and shall be entered on the GDI’s register of directors. The Ex-Officios shall, for the avoidance of doubt, not be appointed as Directors of the GDI.
19. **Election of the Management Group**

19.1 With the exception of the First Directors and any individuals appointed pursuant to Article 19.4, the Executives and Ex-Officios shall be appointed by the Members or their Representatives in an annual general meeting of the Overview Forum.

19.2 An Ordinary Member or Representative wishing to nominate a person as a member of the Management Group shall do so by notice in writing delivered to the GDI's registered office and such notice shall:

(a) state whether the nominee is nominated as an Executive or as an Ex-Officio;

(b) be supported by at least two other Ordinary Members and the Ordinary Member or Representative who is the subject of the nomination; and

(c) be delivered not less than 30 days prior to the next following annual general meeting of the Overview Forum.

19.3 A person nominated in accordance with Article 19.2 shall, be put forward for election to the Management Group at the next annual general meeting of the Overview Forum, and shall not be entitled to vote on any resolution to be passed in connection with their own election.

19.4 The Management Group may, in their sole discretion, appoint additional individuals as Executives or as Ex-Officios from time to time.

19.5 The Executives shall appoint from among their number the Management Group Chairman.
20. **Term of office and retirement**

20.1 Unless otherwise approved by the Overview Forum, each member of the Management Group shall serve for a term of three years and may be re-elected on the expiry of such term provided that they shall not serve for more than five consecutive terms.

20.2 A member of the Management Group shall vacate his office immediately if:

(a) he suspends payment of his debts or a Bankruptcy or receiving order is made against him;

(b) a composition is made with his creditors generally in satisfaction of his debts;

(c) he ceases to be a Representative;

(d) notification is received by the GDI from him that he is resigning from office, and such resignation has taken effect in accordance with its terms;

(e) he is an Executive and he ceases or is prohibited from being a director by virtue of any provision of the Companies Act 2006 or by law; or

(f) unless otherwise determined by the Management Group, he is an Executive and he is absent from either (i) three consecutive meetings of the Management Group or (ii) three or more meetings out of six consecutive meetings, and an Executive who vacates his office pursuant to this Article 20.2(f) shall not be able to seek re-election for a period of three years commencing on the date on which he vacates his office.

21. **General authority of the Management Group**

21.1 The Management Group are responsible for the management of the GDI’s business and affairs, for which purpose they may exercise all the powers of the GDI (including the payment of any expenses incurred in connection with the promotion and running of the GDI and the mortgaging or borrowing of money and the charging of its undertaking and property or any part thereof or the issuing of debentures and other securities).

21.2 Without prejudice to the generality of the foregoing the Executives:

(a) may from time to time and at any time by power of attorney appoint any corporation or person or any fluctuating body of persons, whether nominated directly or indirectly by the Executives, to be the attorney or attorneys of the GDI for such purposes and with such powers, duties and discretions (not exceeding those vested in or exercisable by the Executives under these Articles) for such period and subject to
such conditions as they may think fit and any such attorney may be authorised to sub-delegate all or any of the powers, duties and discretions vested in him;

(b) may from time to time appoint any Member Representative to be an Executive either to fill a vacancy arising as a result of Article 20.2 or as an additional Executive, provided that:

(i) a person so appointed shall only hold office until the next following annual general meeting of the Overview Forum, at which time such person shall retire unless re-elected at that meeting; and

(ii) if he is not re-elected and the office is left vacant, the Management Group shall not be permitted to appoint a person to fill that vacancy without the prior sanction of the Members.

21.3 The right of the Executives to fill a vacancy or appoint an additional Executive shall lapse if the position is not filled or an appointment is not made by the next following annual general meeting of the Overview Forum.

22. Members’ reserve power

22.1 The Members may, by special resolution, direct the Executives to take, or refrain from taking, specified action.

22.2 No such special resolution invalidates anything which the Executives have done before the passing of the resolution.

23. Management Group may delegate

23.1 The Management Group may delegate any of the powers which are conferred on them 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 or territories and on such terms and conditions as in each case they think fit.

23.2 The Management Group may revoke any delegation in whole or part, or alter its terms and conditions and appoint and dismiss members of any Committee.

23.3 All bona fide acts of the Management Group or any Committee or person to whom they have delegated all or some of their powers shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or that they were disqualified or that they had vacated office or that they were not entitled to vote, be as valid as if they had been duly appointed, were not disqualified, had not vacated office and had been entitled to vote.

24. Committees
24.1 Any Committee to whom powers are delegated under Article 23 shall consist of one or more members of the Management Group and such Members, Representatives or advisors to the GDI as the Executives think fit. The Management Group shall also appoint a chairman of each Committee.

24.2 Committees to which the Management Group delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the making of decisions by the Management Group but for the avoidance of doubt, the quorum in respect of a Committee meeting shall be two members of that Committee.

24.3 The Executives 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.

**DECISION-MAKING BY THE MANAGEMENT GROUP**

25. **Decisions to be taken collectively**

25.1 Subject to Article 27, the Management Group shall meet together for the dispatch of business and shall adjourn and otherwise regulate its meetings as it thinks fit.

25.2 Any decision of the Management Group must be either a majority decision of the Executives present at a meeting or a decision taken in accordance with Article 26.

26. **Unanimous decisions**

26.1 A decision of the Management Group is taken in accordance with this Article when all eligible Executives indicate to each other by any means that they share a common view on a matter.

26.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Executive or to which each eligible Executive has otherwise indicated agreement in writing.

26.3 References in these articles to eligible Executives are to the Executives who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the Management Group.

26.4 A decision may not be taken in accordance with this Article if the eligible Executives would not have formed a quorum at such a meeting.

27. **Calling a meeting of the Management Group**

27.1 The Management Group Chairman may, and on request of 2 members of the Management Group shall, call a meeting of the Management Group by giving notice of the meeting to each member of the Management Group.
27.2 Notice of any meeting of the Management Group must indicate:

(a) its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that persons 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.

27.3 Notice of a meeting of the Management Group must be given to each member of the Management Group, but need not be in writing.

27.4 Notice of a meeting of the Management Group need not be given to members of the Management Group who waive their entitlement to notice of that meeting, not more than 7 days after the date on which the meeting is held. Where such waiver is given after the meeting has been held, this does not affect the validity of the meeting, or of any business conducted at it.

27.5 Any notice or document to be sent or supplied to the Management Group in connection with the taking of decisions by the Management Group may also be sent or supplied by the means by which that member of the Management Group has asked to be sent or supplied with such notices or documents for the time being.

27.6 A member of the Management Group may agree with the GDI that notices or documents sent to him in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
28. **Participation in meetings of the Management Group**

28.1 Subject to these Articles, the members of the Management Group participate in a meeting of the Management Group, or part of such 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.

28.2 In determining whether a member of the Management Group is participating in a meeting, it is irrelevant where any member of the Management Group is or how they communicate with each other.

28.3 If none of the members of the Management Group participating in a meeting are in the same place, they may decide that the meeting is to be treated as taking place wherever any one or more of them are.

29. **Quorum for meetings of the Management Group**

29.1 At a meeting of the Management Group, unless a quorum is present, no proposal is to be voted on, except a proposal to call another meeting.

29.2 Save for the meeting of the First Directors of the GDI, the quorum for a meeting of the Management Group may be fixed from time to time by a decision of the Executives, but it must never be less than 4 Executives.

29.3 If the total number of Executives for the time being is less than the quorum required, the Management Group must not take any decision other than a decision:

(a) to appoint further Executives in accordance with Article 19.2; or

(b) to call a general meeting of the Overview Forum so as to enable the members to appoint further Executives.

30. **Chairing of meetings of the Management Group**

30.1 The Management Group Chairman shall chair all meetings of the Management Group.

30.2 If the Management Group Chairman is not participating in a meeting of the Management Group within ten minutes of the time at which it was to start, the participating members of the Management Group must appoint one of themselves to chair it.

31. **Casting vote**
If the numbers of votes for and against a proposal are equal, the Management Group Chairman or other person chairing the meeting shall have no second or casting vote.

**32. Conflicts of interest**

32.1 If an Executive is interested in an actual or proposed transaction or arrangement with the GDI, that Executive shall not be counted as participating in the decision-making process for quorum or voting purposes unless his interest cannot reasonably be regarded as likely to give rise to a conflict of interest.

32.2 For the purposes of this Article, references to proposed decisions and decision-making processes include any Management Group meetings or parts of a Management Group meeting.

32.3 Subject to Article 32.4, if a question arises at a meeting of the Management Group or of a Committee as to the right of a member of the Management Group or Committee to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman of that meeting whose ruling in relation to such member of the Management Group or Committee is to be final and conclusive (unless such question relates to the chairman in which case Article 32.4 below shall apply).

32.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman of that meeting, the question is to be decided by a decision of the Executives present and entitled to vote in the case of an Management Group meeting or the committee members present and entitled to vote in the case of a Committee meeting for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

**33. Records of decisions to be kept**

33.1 The Management Group shall cause proper minutes to be made of all proceedings of all general meetings of the Overview Forum, meetings of the Management Group and any Committees and of the attendances thereat and of all appointments of members of the Management Group made by the Members and the Management Group.

33.2 The minutes of each meeting of the Management Group or any other Committee shall be issued initially in draft form and shall be finalised following approval at the following meeting of the Management Group or any other Committee.

33.3 The Management Group must ensure that the GDI 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 Members, the Management Group and the members of any Committee.
34. Executives’ discretion to make further rules

Subject to these Articles, the Executives 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 the Management Group.

35. Expenses

The GDI may pay in exceptional circumstances any extraordinary expenses which members of the Management Group properly incur in connection with the exercise of their powers and the discharge of their responsibilities in relation to the GDI subject to a majority vote of the Management Group.

PART 4
ADMINISTRATIVE ARRANGEMENTS

36. Notices

36.1 The GDI shall give to the Members notice of any resolution as required by and in accordance with the provisions of the Companies Acts.

36.2 A notice may be served by the GDI upon any Member, either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the GDI’s register of members.

36.3 Any notice, if served by post, shall be deemed to have been served on the fifth day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

36.4 Anything sent or supplied by or to the GDI under these Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the GDI.

37. Secretary

37.1 The Secretary shall be appointed and may be removed by the Management Group.

37.2 If the office of Secretary is vacant, or there is for any other reason no Secretary capable of acting, anything required to be done by or to the Secretary (by the Companies Acts or pursuant to these Articles) may be done by or to any assistant or deputy Secretary or, if there is no assistant or deputy Secretary capable of acting, by or to any officer of the GDI authorised generally or specially in that behalf by the Management Group PROVIDED THAT any provisions of the Companies Acts or of these Articles requiring or authorising a
thing to be done by or to an Executive and the Secretary shall not be satisfied by its being done by or to the same person acting both as Executive and as, or in place of, the Secretary.

38. **Negotiable instruments and contracts**

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the GDI shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Management Group shall determine from time to time.

39. **Winding up**

39.1 If the GDI is wound up the liquidator may with the authority of a special resolution of the GDI and any other sanction required by the Companies Acts, transfer the whole or any part of the assets of the GDI to a person nominated by the GDI as an appropriate successor in function to the GDI.

**INDEMNITY AND INSURANCE**

40. **Indemnity**

40.1 Subject to Article 40.2, any member of the Management Group may be indemnified out of the GDI’s assets against:

(a) any liability incurred by that member of the Management Group in connection with any negligence, default, breach of duty or breach of trust in relation to the GDI,

(b) any other liability incurred by that member of the Management Group as an officer of the GDI.

40.2 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.

41. **Insurance**

The Executives may decide to purchase and maintain insurance, at the expense of the GDI, for the benefit of any member of the Management Group of the GDI in respect of any loss or liability which has been or may be incurred by such member of the Management Group in connection with that member of the Management Group in connection with that member’s Management Group duties or exercise of powers in relation to the GDI.