

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

AGRICULTURAL INDUSTRIES CONFEDERATION LIMITED (the "Company")

(Adopted by special resolution passed on [DATE])

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Articles: means the Company's articles of association for the time being in force;

Associate Member: has the meaning given to it in article 18.1 below;

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

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

Conflict: means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

director: means a director of the Company and includes any person occupying the position of director, by whatever name called;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form: has the meaning given in section 1168 of the Act;

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 12, any director whose vote is not to be counted in respect of the particular matter);

Full Member: has the meaning given to it in article 18.1 below;

Industry: means all business sectors connected with agriculture or related to the agri-food chain;

Interested Director: has the meaning given in article 12.1;

Major Sector: means the major sectors within the Industry as determined from time to time by the directors and set out in the Rules;

Member: means a person or organisation whose name is entered in the Register of Members of the Company as either a Full Member, Associate Member or Non-Voting Member (including any lifetime members) or such other category as determined from time to time by the directors and set out in the Rules and **Membership** shall be construed accordingly;

Membership Panel means the panel committee comprising at least four Members who shall not be Members of the Board;

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

Non-Voting Member: has the meaning given to it in article 18.1 below;

Northern Ireland Member and **Northern Ireland Delegate:** has the meaning given to it in article 29 below;

Scottish Member and **Scottish Delegate:** has the meaning given to it in article 28 below;

Welsh Member and **Welsh Delegate:** has the meaning given to it in article 30 below;

Rules: means the rules and regulations of the Company, as laid down and amended by the Board from time to time.

secretary: means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

subsidiary: has the meaning given in section 1159 of the Act;

writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.

1.6 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.

- 1.8 The following Model Articles shall not apply to the Company: 1 (Defined terms); 2 (Liability of Members); 8 (Unanimous decisions); 9(1) (Calling a directors' meeting); 11(2) and (3) (Quorum for directors' meeting); 13 (Casting vote); 14 (1), (2), (3) and (4) (Conflicts of interest); 17(2) (Methods of appointing directors); 21 (Applications for membership); 22 (Termination of membership); 30(2) (Poll votes); 31(1)(d) (Content of proxy notices); 35 (Company seals); 38 (Indemnity); and 39 (Insurance).
- 1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".
- 1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:
- 1.10.1 the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
- 1.10.2 the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.11 Model Article 20 shall be amended by the insertion of the words "(including the secretary" before the words "properly incur".

2. **OBJECTS**

- 2.1 The objects for which the Company is established is to:
- 2.1.1 Promote awareness on issues affecting business operating within the agri-business sector;
- 2.1.2 Update members on all aspects relating to the operation of business within the agri-supply chain including relevant current and proposed legislation;
- 2.1.3 Further all aspects of research, education, advice and training;
- 2.1.4 Emphasise and promote awareness amongst members;
- 2.1.5 To serve the Industry and to protect the interests of its members by promoting the growth of the Industry and the reputation of the Industry;

- 2.1.6 To give an orderly fair and positive presentation of the Association's views and experiences to Government departments and other devolved administrations, media and other bodies, and to provide a recognised channel for circulating information to members and others;
- 2.1.7 To encourage the interchange of knowledge among members on relevant subjects;
- 2.1.8 To promote and maintain good relations with other trade associations; and
- 2.1.9 To carry on any other trade or business which may seem to the Association capable of being conveniently carried on in connection with the objects specified or considered directly or indirectly to enhance the value of or render profitable any of the property or rights of the Association.

3. **POWERS**

- 3.1 In pursuance of the object set out in article 2, the Company has the power to:
 - 3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
 - 3.1.2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
 - 3.1.3 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
 - 3.1.4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
 - 3.1.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of

indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;

3.1.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;

3.1.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;

3.1.8 enter into contracts to provide services to or on behalf of other bodies;

3.1.9 provide and assist in the provision of money, materials or other help;

3.1.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;

3.1.11 incorporate subsidiary companies to carry on any trade; and

3.1.12 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in article 2.

4. **INCOME**

4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.

4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:

- 4.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
- 4.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;
- 4.2.3 reasonable and proper rent for premises demised or let by any Member or director; or
- 4.2.4 reasonable out-of-pocket expenses properly incurred by any director.

5. **WINDING UP**

- 5.1 On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the directors at or before the time of winding up or dissolution.

6. **GUARANTEE**

- 6.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:
 - 6.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a 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.

Directors

7. **OFFICERS AND COMMITTEES**

7.1 There shall be a Chairperson (whose role shall continue for two years), a Vice-Chairperson or a Past-Chairperson (who operate in this role in alternate years) and the Treasurer (as re-elected each year).

7.2 The Chairperson and the Vice Chairperson shall be nominated by the Board and elected at alternate Annual General Meetings of the Association. The Treasurer shall be nominated by the Board and elected at the Annual General Meeting of the Company. They shall take office immediately upon the conclusion of such Annual General Meeting.

7.3 The Chairperson, the Vice-Chairperson and the Treasurer shall retire from office at the conclusion of the Annual General Meeting in each year or alternate year (as applicable), unless nominated by the Board for re-election and duly re-elected in accordance with paragraph (2) of this article.

7.4 If by reason of death or any other cause the Chairmanship becomes vacant, where there is a sole Vice-Chairperson that person shall forthwith assume the office of Chairperson and hold it during the remainder of the year of office of the Chairperson.

7.5 Any vacancy in the Vice-Chairmanship, Past-Chairmanship or Treasurership occasioned by death, resignation or otherwise during the interval between one Annual General Meeting and another may be filled by the Board.

7.6 The Board of the Company shall consist of the following:

7.6.1 the Chairperson, Vice-Chairperson, Past-Chairperson and Treasurer;

7.6.2 one representative from each of the Major Sectors as defined by the Board from time to time;

7.6.3 the Scottish Delegate co-opted by the Board and elected by the Members as provided in article 28;

7.6.4 the Northern Ireland Delegate co-opted by the Board and elected by the Members as provided in article 29;

- 7.6.5 the Welsh Delegate co-opted by the Board and elected by the Members as provided in article 30; and
- 7.6.6 persons co-opted by the Board and elected by the Members pursuant to the provisions of article 7.8 below.
- 7.7 Not more than one representative of a partnership firm or corporation shall be eligible to serve on the Board at any one time except with the authorisation of the Board.
- 7.8 Where the Board co-opt additional members to the Board such members shall remain in office until elected by the Members at the next following Annual General Meeting for a maximum term of two years (which may be extended by a further term or terms of two years).
- 7.9 The office of a member of the Board shall be vacated:
- 7.9.1 if he ceases to be employed or engaged within the Industry;
- 7.9.2 if he ceases to be a Scottish, Northern Ireland or Welsh Delegate, as the case may be;
- 7.9.3 at the end of the prescribed two year term in the case of persons co-opted to the Board (unless such term is extended by the Members);
- 7.9.4 if he becomes of unsound mind;
- 7.9.5 if by notice in writing to the Company he resigns his office;
- 7.9.6 if he ceases to hold office by reason of any order made under the Company Directors Disqualification Act 1986; or
- 7.9.7 if he is removed from office by a resolution duly passed pursuant to Section 303 of the Act.
- 7.10 Major Sector Committees of the Company shall be defined from time to time by the Board.

8. **BOARD DECISIONS**

- 8.1 The Board shall meet (either in person or virtually) a minimum of three times a year, and shall address financial matters on at least three occasions.

- 8.2 All Board decisions shall be approved by a majority of Eligible Directors in attendance.
- 8.3 A unanimous decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 8.4 Such a unanimous decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 8.5 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

9. **CALLING A DIRECTORS' MEETING**

- 9.1 Any director may call a directors' meeting by giving not less than twenty (20) Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the secretary (if any) to give such notice.
- 9.2 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

10. **QUORUM FOR DIRECTORS' MEETINGS**

- 10.1 Subject to article 10.2, the quorum for the transaction of business at a meeting of directors is any eight Eligible Directors.
- 10.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 12 to authorise a Conflict, if there are only five Eligible Directors in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be five Eligible Directors.
- 10.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- 10.3.1 to appoint further directors; or
- 10.3.2 to call a general meeting so as to enable the Members to appoint further directors.

11. **CASTING VOTE**

11.1 The chairperson or other director chairing the meeting will have a casting vote.

11.2 Article 11.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairperson or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

12. **DIRECTORS' CONFLICTS OF INTEREST**

12.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty to avoid conflicts of interest under section 175 of the Act.

12.2 Any authorisation under this article 12 shall be effective only if:

12.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

12.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

12.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

12.3 Any authorisation of a Conflict under this article 12 may (whether at the time of giving the authorisation or subsequently):

12.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

12.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

- 12.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- 12.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- 12.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- 12.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 12.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 12.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 12.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

13. **TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

- 13.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the

requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- 13.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 13.1.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- 13.1.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- 13.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 13.1.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 13.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

14. **RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

15. **NUMBER OF DIRECTORS**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than eight.

16. **SECRETARY**

The directors (or a committee appointed by such directors) may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors (or such appointed committee) so decide, appoint a replacement, in each case by a decision of the directors (or their appointed committee).

17. **CHANGE OF COMPANY NAME**

17.1 The name of the Company may be changed by:

17.1.1 a decision of the directors; or

17.1.2 a special resolution of the Members,

17.2 or otherwise in accordance with the Act.

Members

18. **MEMBERSHIP**

18.1 No company, person or organisation shall be eligible for admission as a Member of the Company unless the directors are satisfied that the applicant is:

18.1.1 a business involved with or engaged in the Industry (hereafter referred to as a **Full Member**) except those whom the Board shall determine to admit to membership as Associate Members pursuant to Article 18.1.2 below.

18.1.2 Another company, person or organisation associated with the Industry whom the Board shall admit to membership (hereinafter referred to as an **Associate Member**).

18.1.3 A company, person or organisation whom the Board may from time to time elect as a Non-Voting Member.

18.1.4 A company, person or organisation who has been a Member or a director or employee of a Member, but is no longer eligible for membership under the Articles 18.1.1 and 18.1.2, will be deemed to be a **Non-Voting Member**.

18.2 The directors may establish different classes of Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the Register of Members.

19. **NO TRANSFER OF MEMBERSHIP**

19.1 No Member may transfer membership to another company, person or organisation.

19.2 When a Member dies or becomes bankrupt (if an individual) or goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company (if a company), the Membership shall automatically cease.

19.3 A Member may withdraw from Membership of the Company by giving six (6) months' notice to the Company in writing, and any company, person or organisation ceasing to be a Member shall be removed from the Register of Members.

20. **EXPULSION OF MEMBERS**

20.1 The directors may terminate the Membership of any Member without its or his consent in accordance with the Rules.

20.2 Following such termination, the Member shall be removed from the Register of Members by the secretary.

Decision making by members

21. **PROCEEDINGS AT GENERAL MEETINGS**

21.1 An Annual General Meeting shall be held by the Company in each financial year.

21.2 The Board or at least 20% of the Full Members may at any time require the Company Secretary to convene an Extraordinary General Meeting.

- 21.3 In convening any General Meeting, the Company Secretary shall give not less than 21 days' notice to Members.
- 21.4 All business shall be deemed special that is transacted at an Extraordinary General Meeting and all business that is transacted at an Annual General Meeting shall also be deemed special with the exception of the consideration of the income and expenditure account and balance sheet and the reports of the Board and of the Auditors, the nomination and election of the Officers and Sector Representatives of the Company and the fixing of the remuneration of the Auditors.
- 21.5 No business shall be transacted at any General Meeting unless a quorum is present (in person or virtually as determined by the directors from time to time) at the time when the meeting proceeds to business. Save as otherwise herein provided eight Full Members present shall be a quorum.
- 21.6 If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present the meeting if convened on a requisition shall be dissolved. In any other case it shall stand adjourned until the same day in the next week at the same time and place or at such other places as the Board may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Full Members present shall be a quorum.
- 21.7 The Chairperson for the time being or, if he is not present within fifteen minutes after the time appointed for holding the meeting, a Vice Chairperson or Past Chairperson shall take the Chair at all General Meetings and if neither the Chairperson, a Vice Chairperson nor Past Chairperson is present within fifteen minutes after the time appointed as aforesaid the Full Members present shall choose some Member of the Board who shall be present to take the Chair.
- 21.8 The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn a meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid,

no notice need be given of an adjournment or of the business to be transacted at an adjourned meeting.

21.9 At any General Meeting each Full Member shall have one vote. All resolutions shall be decided by a majority of votes of the Full Members attending the meeting. Unless a poll is, before or upon the declaration of the result of the vote, demanded by the Chairperson or by at least five Full Members present and entitled to vote, a declaration by the Chairperson 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 minute book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

22. **POLL VOTES**

22.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.

22.2 Model Article 30(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

23. **PROXIES**

Members may not vote by proxy.

Administrative arrangements

24. **MEANS OF COMMUNICATION TO BE USED**

24.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

24.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international

overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

24.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

24.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

24.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

24.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

25. **RULES**

The directors may establish Rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members, Membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any Rules established under this Article, the terms of these Articles shall prevail.

26. **INDEMNITY AND INSURANCE**

26.1 Subject to article 26.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

26.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual

or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

26.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 26.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

26.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

27. **INSURANCE**

27.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

27.2 In this article:

27.2.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

27.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

27.2.3 a **relevant officer** means any director or other officer or former director or other officer of the Company, but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

28. **SCOTTISH AREA AND COUNCIL**

28.1 All Full Members who shall be actively engaged in trade in Scotland and who have paid an annual subscription to the Company shall be entitled to be members of the Scottish Area. Such Members (hereinafter referred to as **Scottish Members**) shall elect a Council (hereinafter referred to as the **Scottish Council**) in such manner as shall from time to time be directed by the Board and the Scottish Council so elected shall conform to such rules as may from time to time be adopted by the Board.

28.2 The Board may delegate to the Scottish Council authority to deal with all matters relating to the Industry in Scotland in accordance with the objects of the Company.

28.3 The Scottish Council shall, in accordance with the provisions of such rules, propose the co-option to the Board a Member who has his principal place of business in Scotland and is usually the chairperson of the Scottish Council. The delegate so co-opted is hereinafter referred to as the **Scottish Delegate**.

28.4 Such co-option shall be made in accordance with Article 7.8 above.

28.5 If the Scottish Delegate be elected an officer of the Company then the Scottish Council shall be entitled to propose the co-option of an additional Scottish Delegate in his Scottish Council shall be entitled to elect an additional Scottish Delegate in his place whilst he continues to hold such office.

28.6 If the Scottish Delegate shall be unable to attend any meeting of the Board the Scottish Council shall have the power to nominate in writing a deputy to attend in his place.

29. **NORTHERN IRELAND AREA**

29.1 All Full Members who shall be actively engaged in trade in Northern Ireland and who have paid an annual subscription to the Company shall be represented in Northern Ireland by the Northern Ireland Grain Trade Association or such other organisation as may be representative of the grain trade in Northern Ireland (hereinafter referred to as the **Northern Ireland Area**).

- 29.2 The Board may delegate to the Northern Ireland Area authority to deal with all matters relating to the Industry in Northern Ireland in accordance with the objects of the Company.
- 29.3 The Northern Ireland Area shall be represented by the President of NIGTA at the Board. The delegate is hereinafter referred to as the **Northern Ireland Delegate**.
- 29.4 Such co-option shall be made in accordance with article 7.8 above.
- 29.5 If the Northern Ireland Delegate be elected an officer of the Company then the Northern Ireland Area shall be entitled to propose the co-option of an additional Delegate in his place whilst he continues to hold such office.
- 29.6 If the Northern Ireland Delegate is unable to attend any meeting of the Board the Northern Ireland Area shall have the power to nominate in writing a deputy from that Area to attend in his place.
30. **WELSH AREA AND COUNCIL**
- 30.1 All Full Members who shall be actively engaged in trade in Wales and who have paid an annual subscription to the Company shall be entitled to be members of the Welsh Area. Such Members (hereinafter referred to as Welsh Members) shall elect a Council (hereinafter referred to as the Welsh Council) in such manner as shall from time to time be directed by the Board and the Welsh Council so elected shall conform to such rules as may from time to time be adopted by the Board.
- 30.2 The Board may delegate to the Welsh Council authority to deal with all matters relating to the Industry in Wales in accordance with the objects of the Company.
- 30.3 The Welsh Council shall, in accordance with the provisions of such rules, propose the co-option to the Board a Member who has his principal place of business in Wales and is usually the chairperson of the Welsh Council. The delegate so co-opted is hereinafter referred to as the Welsh Delegate.
- 30.4 Such co-option shall be made in accordance with Article 7.8 above.

- 30.5 If the Welsh Delegate be elected an officer of the Company then the Welsh Council shall be entitled to propose the co-option of an additional Welsh Delegate in his Welsh Council shall be entitled to elect an additional Welsh Delegate in his place whilst he continues to hold such office.
- 30.6 If the Welsh Delegate shall be unable to attend any meeting of the Board the Welsh Council shall have the power to nominate in writing a deputy to attend in his place.