

ARTICLES OF ASSOCIATION

OF

ISLINGTON LIMITED

COMPANY NUMBER: 05303559

Private company limited by shares

Model Articles

1. The model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008, as amended prior to the date of adoption of these Articles (the Model Articles), shall apply to the Company save in so far as they are excluded or varied hereby and such Model Articles (save as so excluded or varied hereby) together with the following articles shall be the articles of association of the Company. References to these articles shall be to the following articles as amended from time to time together with such Model Articles as apply to the Company

Objects clause

2. The Company's objects are unrestricted.

Reserved matters

3. The matters set out below shall be reserved for decision by Islington Council as the sole shareholder:

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- 3.1 The change of the Company's name.
- 3.2 The making of any variation to the Articles of Association of the Company which would affect the economic rights of the Company.
- 3.3 The amalgamation or merger of the Company with any other company, business or undertaking ~~or the acquisition of any shares in any company or any business or undertaking of any person, the establishment of any Subsidiaries or the participation by the Company in any legal partnership or joint venture (whether incorporated or not).~~
- 3.4 The making of any petition or resolution to wind-up the Company or any application for administration or giving any notice of intention to an administrator unless in any case the Company is at the relevant time insolvent and the Directors reasonably consider (taking into account their fiduciary duties) that the Company ought to be wound-up.
- ~~3.5 Undertaking any business other than business relating to:
 - i. Consultancy services related to technical, professional and/or specialist knowledge, skills and /or expertise;
 - ii. Operational services related to grounds maintenance, metalwork fitters' services, infrastructure repairs and pest control;
 - iii. Waste services provided to commercial organisations and to non-commercial organisations other than Islington Council;
 - iv. Sale of memorials related to cemetery services;
 - v. Activities related to the buying, selling, renting and/or management of properties, including properties that are sold to or transferred to the Company by Islington Council; and
 - vi. A business not covered by 3.5.i to 3.5.v above where the aggregate value of the traded business is below £10,000 per annum and in any event no more than £30,000 over 3 years.~~

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- 3.6 Increasing or decreasing or cancelling the authorised or issued share capital of the Company or agreeing to allot any of the share capital of the Company or otherwise reorganise the share capital of the Company.
- ~~3.7 Acquiring whether by purchase lease exchange hire or otherwise of any estates lands buildings easements or other interest in real estate.~~
- ~~3.8 Disposing whether by sale letting or otherwise of any real property belonging to the Company and the granting of any rights or interests in or over any real property belonging to the Company.~~
- 3.9 Entering into agreements which the directors acting reasonably and in good faith consider to be of an onerous, unusual or long term nature or subject to onerous or unusual terms.
- ~~3.10 Lending advancing or receiving money on deposit or loan or giving or receiving credit to or from any person including any subsidiary of the Company and whether with or without security (for the avoidance of doubt, this shall not include credit granted to customers as apart of the Company's standard payment terms).~~
- 3.11 Entering into guarantees, contracts of indemnity and suretyships of all kinds and for any purpose.
- 3.12 Entering into contracts under which the Company will be obliged to pay or be entitled to receive any sum above the financial threshold specified from time to time by the Corporate Director of ~~Finance and~~ Resources of Islington Council.
- ~~3.13 Appointing auditors.~~
- ~~3.14 Altering the accounting practices of the Company other than any such change which is required by law or by the rules of any regulatory body to which the Company is subject.~~

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- 3.15 In respect of a director or secretary paying any remuneration to that director or secretary.
- 3.16 Creating or granting any security whether by mortgage, lien, fixed charge, floating charge or otherwise over any of the assets of the Company.
- 3.17 Promoting and incorporating any company or other entity which will be a subsidiary of the Company or in which the Company shall have an interest.
- ~~3.18 Instituting or defending legal proceedings save in any circumstances in which the directors acting in good faith believe that it is in the best interest of the Company that any institution or defence of any legal proceedings should be undertaken without delay or that any delay in instituting or defending any such proceedings would prejudice the interests of the Company by way of example but without limitation in the event any claim is about to become time barred under any enactment or rule of law in which case the directors shall call a general meeting as soon as reasonably practicable following the institution of such proceedings or issue such defence and the Company shall at such meeting be entitled to ratify the director's actions or approve the withdrawal of such proceedings or defence.~~

Unanimous decisions

4. A decision of the directors which takes the form of a resolution in writing may consist of several copies each signed by one or more eligible directors.
Article 8 of the Model Articles shall be modified accordingly.

Calling a directors' meeting

5. A director may waive the requirement that notice of a meeting of the directors or of a committee of the directors be given to him at any time before or after the date on which the meeting is held by

notifying the Company to that effect. Where a director gives such notice to the Company after the meeting has been held, that does not affect the validity of the meeting or of any business conducted at that meeting. Article 9(4) of the Model Articles shall be modified accordingly.

6. If all the directors participating in a meeting are not in the same place, the meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is. Article 10(3) of the Model Articles shall not apply to the Company.

Quorum for directors' meetings

7. The quorum for the transaction of business of the directors shall be ~~four~~ **three** including at least one member of the Executive of Islington Council. A person who holds office only as an alternate director shall, if his appointer is not present, be counted in the quorum. Article 11(2) of the Model Articles shall be modified accordingly.

Conflicts of interest

8. Provided that a director has disclosed his interest in an actual or proposed transaction or arrangement with the Company in accordance with the Companies Acts or the provisions of these articles, he may nevertheless be counted as participating in the decision-making process for quorum and voting purposes in respect of any such matter in which the director is in any way interested, and shall not, save as otherwise agreed, be accountable to the Company for any benefit which he derives under or in consequence of any such transaction or arrangement. Article 14 of the Model Articles shall be modified accordingly.

Authorisation of directors' conflicts of interest

9. For the purposes of section 175 of the Companies Act 2006, as amended, consolidated or re-enacted from time to time (the 2006 Act), the directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach by a director of the duty to avoid conflicts of interest set out in that section of the 2006 Act. Any reference in these articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties.

10. Authorisation of a matter under article 9 shall be effective only if:
 - 10.1 the matter in question shall have been proposed in writing for consideration by the directors, or in such other manner as the directors may determine;

 - 10.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question and any other interested director (together the Interested Directors) and

 - 10.3 the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.

11. Unless otherwise determined by the directors (excluding the Interested Directors) any authorization of a matter under Article 9 shall extend to any actual or potential conflict of Interest which may reasonably be expected to arise out of the matter so authorised.

12. Any authorisation of a matter under Article 9 shall be on such terms and/or condition as the directors (excluding the Interested Directors) may determine, whether at the time such authorisation is given or subsequently and may be varied or terminated by the directors (excluding the Interested Directors) at any time. Such terms or conditions may include (without limitation) terms and conditions as to the duration, renewal and/or revocation of the authorisation, and/or the exclusion of the Interested Directors from all information and discussion of the matter in question. A director shall comply with any obligations imposed on him by the directors (excluding the Interested Directors) pursuant to any such authorization.

13. If a director receives or has received any information otherwise than by virtue of his position as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:

13.1 disclose any such information to the Company, the directors or any other director or employee of the Company, or

13.2 use or apply any such information in connection with the performance of his duties as a director,

provided that to the extent that such duty of confidentiality arises out of a situation or relationship which would or might otherwise constitute or give rise to a breach by the director of the duty to avoid conflicts of interest set out in section 175 of the 2006 Act, this article shall apply only if such situation or relationship has been authorised by the directors under Article 9.

14. A director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the directors under Article 9 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.

Appointment and removal of directors

15. Unless otherwise determined by ordinary resolution, the number of directors is not subject to any maximum and the minimum number is three.
16. Notwithstanding any other provision of these articles, Islington Council as the sole shareholder may at any time and from time to time:

16.1 appoint any person to be a director or

16.2 remove any director from office.

Every such appointment or removal shall be effected by notice in writing to the Company and shall take effect immediately (or on such later date, if any, specified in the notice).

Termination of a director's appointment

17. Notwithstanding any other provision of these articles, a person ceases to be a director as soon as he has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated.

18. Where a director holds office by virtue of being an elected member of Islington Council he shall cease to be a director as soon as he/she ceases to be an elected member of Islington Council.

Appointment and removal of alternate directors

19. Any director (the appointor) may appoint as an alternate any other director to:

19.1 exercise that director's powers;

19.2 carry out that director's responsibilities; and

19.3 generally to perform all the functions of his appointor as a director

in relation to the taking of decisions by the directors in the absence of the alternate's appointor. Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors. The notice must identify the proposed alternate and, in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

Rights and responsibilities of alternate directors

20. An alternate director has the same rights in relation to any directors' meeting or directors' written resolution, as the alternate's appointor. Alternate directors are deemed for all purposes to be directors, are liable for their own acts and omissions, are subject to the same restrictions as their appointors and are not deemed to be agents of or for their appointors. A person who is an alternate director but not a director may be counted as participating for

the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating) and may sign a written resolution (but only if it is not signed or to be signed by that person's appointor). No alternate may be counted as more than one director for such purposes.

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

Termination of alternative directorship

22. An alternate director's appointment as an alternate terminates:
 - 22.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
 - 22.2 on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,
 - 22.3 on the death of the alternate's appointor, or
 - 22.4 when the alternate's appointor's appointment as a director terminates, except that an alternate's appointment as an alternate does not terminate when the appointor retires by rotation at a general meeting and is then re-appointed as a director at the same general meeting.

Company secretary

23. The directors may appoint a company secretary for such term, at such remuneration and upon such conditions as they think fit. Any company secretary may be removed or replaced by the directors.

Written resolutions

24. A proposed written resolution of the members of the Company (or of a class of members) shall lapse if it is not passed before the end of the period of six months beginning with the circulation date of such resolution (as defined in section 290 of the 2006 Act).

Means of communication to be used

25. Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 25.1 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 working days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom).
 - 25.2 If properly addressed and delivered by hand, when it was given or left at the appropriate address.
 - 25.3 If properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
 - 25.4 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 working day.

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

Indemnity

27. The Company may indemnify any relevant officer out of the assets of the Company from and against any loss, liability or expense incurred by him or them in relation to the Company (including any liability incurred in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the 2006 Act)) provided that this Article shall have effect, and any indemnity provided by or pursuant to it shall apply, only to the extent permitted by, and subject to the restrictions of, the 2006 Act. This article does not allow for or provide (to any extent) an indemnity which is more extensive than as permitted by the 2006 Act and any such indemnity is limited accordingly. This article is also without prejudice to any indemnity to which any person may otherwise be entitled. Article 52 of the Model Articles shall not apply to the Company.
28. To the extent permitted by, and subject to the restrictions in, the 2006 Act and without prejudice to any indemnity to which he/she may otherwise be entitled, the board shall have the power to provide funds to meet any expenditure incurred or to be incurred by any relevant officer in defending any criminal or civil (including regulatory) proceedings, or in connection with an application under the 2006 Act, or to enable him to avoid incurring such expenditure.
29. Without prejudice to the provisions of Article 53 of the Model Articles, the directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of any person who is a relevant officer or an employee or former employee of the Company or any associated company or who is or was a trustee of a retirement benefits scheme or another trust

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in which a relevant officer or an employee or former employee is or has been interested, indemnifying him against liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against by the Company.

30. In these articles "relevant officer" means any current or former director, alternate director, secretary or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined in section 235(6) of the 2006 Act)), other than any person (whether an officer or not) engaged by the Company (or associated company) as an auditor, to the extent he/she acts as an auditor.