

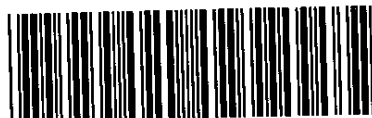
Company Number: 02567228

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

STREAMLINE TAXIS (YORK) LIMITED  
(the Company)



A12 \*A8DWDASR\* #6  
13/09/2019  
COMPANIES HOUSE

Dated 09/09. 2019 (the Circulation Date)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolutions below are passed as special resolutions (the **Resolutions**):

SPECIAL RESOLUTIONS

1. That, the regulations contained in the document attached to this resolution (the **New Articles**), for the purposes of identification initialled by a director of the Company, be and are hereby approved and adopted as the articles of association of the Company in substitution for and to the exclusion of all existing articles of association.
2. THAT the new rules contained in the document attached document attached to this resolution (the **New Rules**), for the purposes of identification initialled by a director of the Company, be and are hereby approved and adopted as the new rules of the Company in substitution for and to the exclusion of all existing rules.

Attachments: The New Articles. The New Rules

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution.

We, the undersigned, being the persons entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agree to the Resolutions:

Signed: .....  
Stuart Leeke

Dated: 09/09/2019 \*

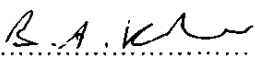

Signed: Chris North  
Chris North


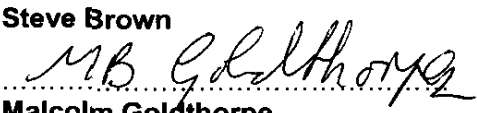
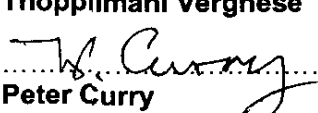
Dated: 09/09/2019

Signed: .....  
Tina Fernie

Dated: 2019 \*

Signed: .....	Dated:	2019
Simon Rhodes		
Signed: .....	Dated:	2019
Paul Brayshaw		
Signed: .....	Dated:	2019
Gary Fernie		
Signed: .....	Dated:	2019
Tracy Yeomans		
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David Heels		
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Raymond Close		
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Peter Aspinall		
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Mark Burbridge		
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Neil Sollitt		
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Michael Robertson Moss		
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Ian Leeke		
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Mark Goldsborough		
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Barry Kasher		
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Graham Wood		
Signed:  .....	Dated: 09/09	2019
David Leeke		

Signed: .....	Dated:	2019	*
Simon Rhodes			
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Paul Brayshaw			
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Ian Leeke			
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Mark Goldsborough			
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Barry Kasher			
Signed:  .....	Dated:	2019	*
Graham Wood			
Signed: .....	Dated:	2019	
David Leeke			

Signed:..... Ishmail Miah	Dated:..... 2019
Signed:..... James Thomas	Dated:..... 2019 *
Signed:..... Michael Dowson	Dated:..... 2019
Signed:..... Gary Rollinson	Dated:..... 2019 *
* Signed:..... Kevin Drinkeld	Dated:..... 2019
Signed:..... Steven Dunn	Dated:..... 2019 *
Signed:..... Muhammad Molik	Dated:..... 2019 *
Signed:  ..... James Boyrie	Dated: 30/7/19 2019 09/09/19 E.3/Netw...
Signed:..... Ifttekhar Choudhury	Dated:..... 2019
Signed:..... Dinu Abraham	Dated:..... 2019 *
Signed:..... Steve Brown	Dated:..... 2019 *
Signed:  ..... Malcolm Goldthorpe	Dated: 26-7-19 2019 09/09 5.3/Netw...
Signed:..... Thoppilmani Verghese	Dated:..... 2019
Signed:  ..... Peter Curry	Dated: 28-7-19 2019 09/09/19 for Richard...

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

STREAMLINE TAXIS (YORK) LIMITED  
(the Company)

Dated 2019 (the Circulation Date)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolutions below are passed as special resolutions (the **Resolutions**):

SPECIAL RESOLUTIONS

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2. THAT the new rules contained in the document attached document attached to this resolution (the **New Rules**), for the purposes of identification initialled by a director of the Company, be and are hereby approved and adopted as the new rules of the Company in substitution for and to the exclusion of all existing rules.

Attachments: The New Articles. The New Rules

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution.

We, the undersigned, being the persons entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agree to the Resolutions:

Signed: Stuart Leeke  
Stuart Leeke

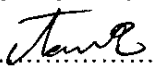
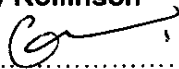
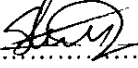
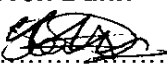
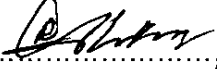

Dated: 16/07/19 2019  
09/09/19  
for Incheurus

Signed: .....  
Chris North

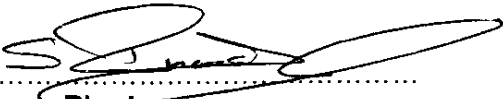
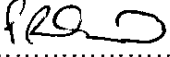

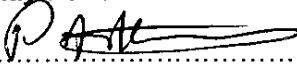


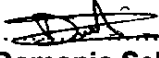
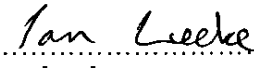

Dated: ..... 2019

Signed: Tina Fernie  
Tina Fernie

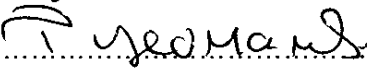
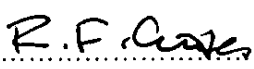

Dated: 16/07/19 2019  
09/09/19  
for Incheurus

Signed:..... Ishmail Miah	Dated:.....	2019
Signed:  ..... James Thomas	Dated: 16/11/19	2019
Signed:..... Michael Dowson	Dated: 09/09/19	2019
Signed:..... Gary Rollinson	Dated:.....	2019
Signed:  ..... Kevin Drinkeld	Dated: 16/07/09	2019
Signed:  ..... Steven Dunn	Dated: 16/07/09	2019
Signed:  ..... Muhammad Molik	Dated: 16/07/09	2019
Signed:..... James Boyne	Dated:.....	2019
Signed:..... Iftheekhar Choudhury	Dated:.....	2019
Signed:  ..... Dinu Abraham	Dated: 16/11/19	2019
Signed:  ..... Steve Brown	Dated: 16/11/19	2019
Signed:..... Malcolm Goldthorpe	Dated:.....	2019
Signed:..... Thoppilmani Verghese	Dated:.....	2019
Signed:..... Peter Curry	Dated:.....	2019

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Ishmail Miah		
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Signed: .....	Dated:	2019
Michael Dowson		
Signed: .....	Dated:	2019
Gary Rollinson		
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Kevin Drinkeld		
Signed: .....	Dated:	2019
Steven Dunn		
Signed: <u>MSMMolik</u> .....	Dated: 16/07/2019	2019
Muhammad Molik	16-07-2019	
	09/07	
Signed: .....	Dated:	2019
James Boyne		
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Ifthekhar Choudhury		
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Dinu Abraham		
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Steve Brown		
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Malcolm Goldthorpe		
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Thoppilmani Verghese		
Signed: .....	Dated:	2019
Peter Curry		

Signed: 	Dated: <sup>09/09</sup> <del>16/7/19</del> 2019
Signed: 	Dated: <del>16-7-19</del> 09/09 2019
Signed: 	Dated: <del>16-7-19</del> 09/09 2019
Signed: .....	Dated: 2019
Tracy Yeomans	
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David Heels	
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Raymond Close	
Signed: 	Dated: 2019
Peter Aspinall	
Signed: 	Dated: 2019
Mark Burbidge	
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Neil Sollitt	
Signed: .....	Dated: 2019
Michael Robertson Moss	
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Ken Bell	
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Tony Murray	
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Paul Roberts	
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Domonic Sebastian	
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Ian Leeke	
Signed: .....	Dated: 2019
Mark Goldsborough	
Signed: .....	Dated: 2019
Barry Kasher	
Signed: 	Dated: <del>16-7-19</del> 09/09 2019
Graham Wood	
Signed: .....	Dated: 2019
David Leeke	



Signed:..... Simon Rhodes	Dated:.....	2019
Signed:..... Paul Brayshaw	Dated:.....	2019
Signed:..... Gary Fernie	Dated:.....	2019
Signed:.....  Tracy Yeomans	Dated: 07/09	2019
Signed:..... David Heels	Dated:.....	2019
Signed:.....  Raymond Close	Dated: 09/09	2019
Signed:..... Peter Aspinall	Dated:.....	2019
Signed:..... Mark Burbridge	Dated:.....	2019
Signed:..... Neil Sollitt	Dated:.....	2019
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Signed:..... <b>Muhammad Molik</b>	Dated:.....	2019
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Signed:..... <b>Ifthekhar Choudhury</b>	Dated:.....	2019
Signed:..... <b>Dinu Abraham</b>	Dated:.....	2019
Signed:..... <b>Steve Brown</b>	Dated:.....	2019
Signed:..... <b>Malcolm Goldthorpe</b>	Dated:.....	2019
Signed:..... <b>Thoppilmani Verghese</b>	Dated:.....	2019
Signed:..... <b>Peter Curry</b>	Dated:.....	2019

## NOTES:

1. If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- **by hand:** delivering the signed copy to the Company's solicitors, Hethertons Solicitors, Unit 6, Tudor Court, Opus Avenue, York Business Park, York, YO26 6RS; or
- **by post:** returning the signed copy by post to the Company's solicitors (as above).

If you do not agree to the Resolutions, you do not need to do anything; you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
3. The Resolutions will lapse if the required majority of eligible members have not signified their agreement to it by the date falling 28 days after the Circulation Date. If you agree to the Resolutions, please ensure that your agreement reaches us before that date.
4. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

A12 \*ABDWDASB\*  
13/09/2019 #4  
COMPANIES HOUSE

**STREAMLINE TAXIS (YORK) LIMITED**  
(the Company)

Minutes of a meeting of the board of directors of the Company held at *Hellertons Solicitors,*  
*70002 COURT, YORK, YO26 6RC* on *09/SEPTEMBER* 2019 at      am/pm (the Meeting).

Present: *IAN KEEKE* (Chairman)

**1 Preliminary**

- 1.1 The Chairman reported that due notice of the Meeting had been given to all the directors entitled to receive it.
- 1.2 The Chairman noted that a quorum was present and he declared the Meeting open.

**2 Business of the Meeting**

- 2.1 The Chairman explained that the purpose of the Meeting was for the board of directors to consider and, if thought fit, approve inter alia the adoption of new articles of association of the Company (the "**New Articles**") and the new rules of the Company (the "**Rules**").
- 2.2 The Chairman further explained that the purpose of the New Articles and Rules were to modernise the Company's governing constitution and update them to reflect the current demands and needs of the Company for future growth.

**2.3 Declarations of Interest**

- 2.4 The directors present declared the nature and extent of their interests in the proposed transaction and other arrangements to be considered at the meeting in accordance with the requirements of section 177 of the Act and the articles of association of the Company.
- 2.5 It was noted that, having duly declared their interests, the directors were entitled under article 11 (a) of the Company's articles of association (the **Articles**) to vote on the matters to be considered in these resolutions.
- 2.6 The Chairman reminded the directors of the need to consider their duties to the Company, including those contained in the 2006 Act, when considering matters in this Meeting.

**3 Tabled documents**

- 3.1 The Chairman noted that in order to effect the proposed purpose of the Meeting it would, inter alia, adopt the New Articles and Rules. Accordingly a written resolution was tabled to the Meeting, which:

3.1.1 authorised the adoption of new articles of association of the Company (the **New Articles**) and new rules of the Company (the "**New Rules**"), such resolutions to be sent to all eligible members (within the meaning of section 289(1) of the Act) of the Company and in accordance with section 291 of the Act; and

3.1.2 attached a final draft of the New Articles and New Rules;

(the "**Written Resolutions**").

3.2 It was resolved to approve the Written Resolutions, New Articles and New Rules in the form produced to the Meeting and to send it to the eligible members of the Company.

#### **4 Adjournment**

4.1 The Meeting was adjourned so that the Written Resolutions could be submitted to all eligible members of the Company.

4.2 The Meeting reconvened a short time later and the Chairman reported that the Written Resolutions had been passed and that the New Articles and New Rules had therefore been duly adopted.

## **5 Resignation and Appointment of Directors**

5.1 The Chairman confirmed that, as a result of the adoption of the New Articles and New Rules, the Company's current directors would resign and a new board will be appointed simultaneously.

5.2 The directors then considered the following resignations:-

- 5.2.1 Gary Rollinson
- 5.2.2 Dinumon Abraham
- 5.2.3 Peter Aspinall
- 5.2.4 Dionysis Bekators
- 5.2.5 Kenneth Arthur Bell
- 5.2.6 James Lee Boyne
- 5.2.7 Stephen James Brown
- 5.2.8 Ifthekhar Ahmed Choudhury
- 5.2.9 Raymond Francis Close
- 5.2.10 Michael John Dowson
- 5.2.11 Tina Fernie
- 5.2.12 Mark John Goldsborough
- 5.2.13 Malcolm Goldthorpe
- 5.2.14 David Andrew Heels
- 5.2.15 Darry Allan Kasher
- 5.2.16 Ian Barry Leeke
- 5.2.17 Stuart Leeke
- 5.2.18 Ismail Miah
- 5.2.19 Mohammad Sadak Molik
- 5.2.20 Anthony Paul Murray
- 5.2.21 Christopher John North
- 5.2.22 David Leslie Rhodes
- 5.2.23 Simon Rhodes

- 5.2.24 Paul Gordon Roberts
- 5.2.25 Michael Anthony Robertson Moss
- 5.2.26 Dominic Sebastian
- 5.2.27 James Thomas
- 5.2.28 Thoppil Mani Verghese
- 5.2.29 Mark Stephen Wilson
- 5.2.30 Graham Wood
- 5.2.31 Tracey Jane Yeomans

5.3 The directors then considered the following appointments:-

- 5.3.1 *Jon Leek*
- 5.3.2 *Tracy Yeoman*
- 5.3.3 *mark Goldsborough*
- 5.3.4 *Ray (Pse*
- 5.3.5 *Graham wood.*
- 5.3.6 ~~*Dave Roberts*~~ *E.2.9*
- 5.3.7 *Dario Nunes*
- 5.3.8 *GARY Robinson*
- 5.3.9 *Dionysis Dekkers*
- 5.3.10 *Steven Brown*
- 5.3.11 *Benny Kanner*
- 5.3.12

5.4 After due and careful consideration, **IT WAS RESOLVED** to accept each of the resignations and appointments simultaneously with immediate effect.

5.5 **IT WAS RESOLVED** that the directors were authorised to sign any other documents (as a deed or otherwise), including any document produced to the meeting and not specifically considered above and to take all other action necessary to give effect to the arrangements described above, subject in each case to such amendments as he shall think fit.

**6 Filing and statutory books**

- 6.1 The Chairman reminded himself to make the relevant entries in the Company's statutory books and file with the Registrar of Companies all necessary documents in connection with the above business.

**7 Close of Meeting**

There being no further business, the Chairman declared the Meeting closed.

.....*Jan Leuke*.....  
**Chairman**



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PART 1  
INTERPRETATION AND LIMITATION OF LIABILITY

**Defined terms**

**1. In the articles, unless the context requires otherwise—**

**“articles”** means the company’s articles of association;

**“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;

**“chairman”** has the meaning given in article 14;

**“chairman of the meeting”** has the meaning given in article 42;

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

**“director”** means a director of the company, and includes any person occupying the position of director, by whatever name called;

**“distribution recipient”** has the meaning given in article 34;

**“document”** includes, unless otherwise specified, any document sent or supplied in electronic form;

**“electronic form”** has the meaning given in section 1168 of the Companies Act 2006;

**“Executive Committee”** a committee formed by the directors comprising of a maximum of 10 Directors, 6 of whom are to be Shareholders responsible for the management of the Company

**“fully paid”** in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;

**“hard copy form”** has the meaning given in section 1168 of the Companies Act 2006;

**“holder”** in relation to shares means the person whose name is entered in the register of shareholders as the holder of the shares;

**“instrument”** means a document in hard copy form;

**“ordinary resolution”** has the meaning given in section 282 of the Companies Act 2006;

**“paid”** means paid or credited as paid;

**“participate”**, in relation to a directors’ meeting, has the meaning given in article 12;

**“proxy notice”** has the meaning given in article 48;

**“shareholder”** means a person who is the holder of a share;

**“shares”** means shares in the company;

**“special resolution”** has the meaning given in section 283 of the Companies Act 2006;  
**“subsidiary”** has the meaning given in section 1159 of the Companies Act 2006;  
**“transmittee”** means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and  
**“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.

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 company.

#### **Liability of shareholders**

2. The liability of the shareholders is limited to the amount, if any, unpaid on the shares held by them.

#### **Shareholders**

3. (1) No shareholder shall at any time hold more than one share of any kind in the company.

#### **Rules of the Company**

4. (1) Each shareholder:
  - (i) Is bound by and agrees to fully comply with the provisions of the rules of the Company as varied from time to time (**“the Rules”**);
  - (ii) Agrees not to transfer his share in the company except in accordance with Article 28 hereof (unless a majority of the Directors otherwise decide).
- (2) If there shall be any conflict between these Articles of Association of the company and the Rules, then the Articles shall prevail and the shareholders shall (so far as they are lawfully able) promptly procure the alteration of the Articles or the Rules to eliminate such conflict.

## **PART 2**

### **DIRECTORS**

#### **DIRECTORS’ POWERS AND RESPONSIBILITIES**

##### **Directors’ general authority**

5. Subject to the articles, the Executive Committee are responsible for the management of the company’s business, for which purpose they may exercise all the powers of the company.

##### **Shareholders’ reserve power**

6. (1) The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.  
(2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

### **Directors may delegate**

7. (1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—
- (a) to such person or committee;
  - (b) by such means (including by power of attorney);
  - (c) to such an extent;
  - (d) in relation to such matters or territories; and
  - (e) on such terms and conditions;
- as they think fit.
- (2) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- (3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

### **Committees**

8. (1) Committees to which the directors delegate including the Executive Committee any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.
- (2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

## **DECISION-MAKING BY DIRECTORS**

### **Directors to take decisions collectively**

9. (1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 10.
- (2) If—
- (a) the company only has one director, and
  - (b) no provision of the articles requires it to have more than one director,
- the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

### **Unanimous decisions**

10. (1) A 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.
- (2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- (3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
- (4) 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.

### **Calling a directors' meeting**

11. (1) Any director may, if it is in the best interests of the company to do so, call a directors' meeting by giving reasonable notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- (2) Notice of any directors' meeting must indicate—
  - (a) its proposed date and time; and
  - (b) where it is to take place;
- (3) Notice of a directors' meeting must be given to each director, but need not be in writing.
- (4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

### **Participation in directors' meetings**

12. (1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—
  - (a) the meeting has been called and takes place in accordance with the 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.
- (2) In determining whether directors are participating in a directors' meeting, they must all be physically present in the same location.

### **Quorum for directors' meetings**

13. (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than half of the number of appointed directors and unless otherwise fixed it will be at least half of the appointed directors..
- (3) If the total number of directors for the time being is less than four, the directors must not take any decision other than a decision—
  - (a) to appoint further directors, or
  - (b) to call a general meeting so as to enable the shareholders to appoint further directors.

### **Chairing of directors' meetings**

14. (1) The Shareholders will appoint a Chairman of the Company;
- (2) The Shareholders may terminate such appointment by a majority decision.
- (4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

### **Casting vote**

15. (1) If the numbers of votes for and against a proposal are equal, the chairman or any other director chairing the meeting has a casting vote.
- (2) But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

### **Conflicts of interest**

16. (1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- (2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- (3) This paragraph applies when—
- (a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
  - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
  - (c) the director's conflict of interest arises from a permitted cause.
- (4) For the purposes of this article, the following are permitted causes—
- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
  - (b) subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and
  - (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- (5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- (6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director 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 whose ruling in relation to any director other than the chairman is to be final and conclusive.
- (7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that 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.

### **Records of decisions to be kept**

17. The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

### **Directors' discretion to make further rules**

18. Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

## **APPOINTMENT OF DIRECTORS**

### **Methods of appointing directors**

19. (1) Subject to paragraph 19(2) below, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by a majority decision of a Shareholder's resolution.
- (2) No person shall be appointed as a Director at any General Meeting unless either:
- (a) he is recommended by the Directors; or
  - (b) not less than fourteen nor more than thirty five clear days before the date appointed for the General Meeting, notice served by a Shareholder qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.
- (3) the maximum number of directors of the Company at any given time shall be limited to 10 (ten) directors and the minimum number 4(four).
- (4) In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.
- (4) For the purposes of paragraph (3), where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

#### **Termination of director's appointment**

20. A person ceases to be a director as soon as—
- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
  - (b) a bankruptcy order is made against that person;
  - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
  - (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
  - (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
  - (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.
  - (g) notification is received from the shareholders to the directors that a Vote of No-Confidence has taken place in accordance with article 23.

#### **Directors' remuneration**

21. (1) Directors may undertake any services for the Company that the directors decide.
- (2) Directors are entitled to such remuneration as the Executive Committee determines—
- (a) for their services to the company as directors, and
  - (b) for any other service which they undertake for the company.
- (3) Subject to the articles, a director's remuneration may—
- (a) take any form, and
  - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of



the company's subsidiaries or of any other body corporate in which the company is interested.

#### **Directors' expenses**

22. The company may, at the sole discretion of the Executive Committee pay any reasonable expenses which the directors properly incur in connection with their attendance at—
- (a) meetings of directors or committees of directors,
  - (b) general meetings, or
  - (c) separate meetings of the holders of any class of shares or of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.
  - (d) such expenses will not, unless in exceptional circumstances, include normal travel and daily expenses in connection with attending meetings within York and the surrounding area.

#### **Vote of No-Confidence**

23. Shareholders comprising of not less than a minimum threshold of 10% of all shareholders of the Company at any given time can propose together an extraordinary general meeting to vote on its confidence in any particular director subject to:-

- (a) a notice of 14 days having been given to the shareholders and directors that a vote of no-confidence is to be heard on a date not less than 14 days after the date of such notice,
  - (b) any such meeting having not less than half the shareholders of the Company in attendance,
  - (c) a simple majority on a show of hands being achieved to pass any such ordinary resolution to remove any such director.
- 23.1 Any director voted to be removed by the shareholders in accordance with this article 23 shall be removed from the board of directors with immediate effect.

### **PART 3**

#### **SHARES AND DISTRIBUTIONS**

##### **SHARES**

#### **All shares to be fully paid up**

24. (1) No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.
- (2) This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

#### **Powers to issue different classes of share**

25. (1) Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

(2) The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

### **Company not bound by less than absolute interests**

26. Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

### **Share certificates**

27. (1) The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.  
(2) Every certificate must specify—  
(a) in respect of how many shares, of what class, it is issued;  
(b) the nominal value of those shares;  
(c) that the shares are fully paid; and  
(d) any distinguishing numbers assigned to them.  
(3) No certificate may be issued in respect of shares of more than one class.  
(4) If more than one person holds a share, only one certificate may be issued in respect of it.  
(5) Certificates must—  
(a) have affixed to them the company's common seal, or  
(b) be otherwise executed in accordance with the Companies Acts.

### **Replacement share certificates**

28. (1) If a certificate issued in respect of a shareholder's shares is—  
(a) damaged or defaced, or  
(b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.  
(2) A shareholder exercising the right to be issued with such a replacement certificate—  
(a) may at the same time exercise the right to be issued with a single certificate or separate certificates;  
(b) must return the certificate which is to be replaced to the company if it is damaged or defaced; and  
(c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

### **Share transfers**

29. (1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.  
(2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.  
(3) The company may retain any instrument of transfer which is registered.

(4) The transferor remains the holder of a share until the transferee's name is entered in the register of shareholders as holder of it.

(5)

(a) Any Shareholder proposing to transfer his share in the Company (the Transferor) shall forthwith:

(i) Give notice in writing to the chairman of the Company (or to the secretary of the Company if the Transferor is the Chairman) ("the Transfer Notice") that he or she desires to transfer his share and specifying the price that in his or her opinion constitutes the fair value thereof.

(ii) Follow the procedure for the transfer set out below.

(b) If the Transferor indicates his intention not to sell the share at any time after service of the Transfer Notice;

(i) The Transfer Notice shall forthwith become void

(ii) The Transferor shall be liable to pay an administration fee of not less than £5

(iii) 0 to the Company.

(c) Following service of the Transfer Notice and until such time as the registration of his or her share has been completed by the Directors the Transferor shall (unless a majority of the Directors decide otherwise):

(i) comply fully with the Articles and Rules

(ii) Continue to pay all subscriptions due to the Company at the normal rate.

(iii) Use his best endeavours to find a suitable transferee for his share as soon as reasonably possible.

(d) No share shall be transferred other than in accordance with the Articles and Rules and in no case to any person other than to a properly licensed private hire taxi driver of the Company and eligible to work on the Company's relevant council contracts unless the Directors shall otherwise determine.

(e) Upon agreeing terms for the transfer of the Transferor's share to any proposed transferee ("the Proposed Transferee"), the Transferor shall forthwith:

(i) Supply to the Company full details of the Proposed Transferee including, if so required, arranging for the Proposed Transferee to be interviewed by the Executive Committee of the Company as soon as reasonably practicable.

(ii) Place any relevant application form with the Proposed Transferee's details duly completed in such place and for such period (of at least seven days) as the Executive Committee of the company shall decide in order that other Shareholders may make representations to the Company as to the suitability or otherwise of the Proposed Transferee.

(f) No Proposed Transferee shall purchase another Shareholder's share after having agreed terms for the purchase of the Transferor's share unless and until the chairman of the Company has consented having taken account of the views of the Transferor.

(g) The Directors may in their absolute discretion and without assigning any reason therefor decline to register the transfer of a share whether or not it is a fully paid share.

(a) No later than the due registration of the transfer of the Transferor's share by the Directors the Transferor shall Resign as a Director (if appointed); and

(b) If the Transferor's share certificate has been lost pay a sum equivalent to the cost incurred by the company in replacing the share certificate such sum to be at least £10.

The Transferee shall Pay to the Company:

(c) An administration fee of at least £50

(d) Any stamp duties payable on the transfer of the share

(i) Ensure that the Transferee of the share immediately receives and signs a copy of the Articles and Rules of the Company, agreeing to be bound thereby.

- (ii) Subject to (v) below, not accept any moneys for the sale of his share until written confirmation from the Financial Director or other officer of the Company has been received to the full effect that all debts due to the Company have been settled in full.
- (iii) Where the Directors agree to register the transfer of the share only upon payment of sums due to the Company by the Transferor forthwith to pay to Company such sums as may be due.

### **Repurchase of Company's Shares**

30.0(a) If a Shareholder (the Transferor):

- (i) Ceases to be an employee of the Company; or
- (ii) Ceases active engagement or works for and in the Company; or
- (iii) Has not complied fully with his obligations under these Articles or the Rules (including breach of the disciplinary provisions set out in the Rules) or is substantially in arrears of at least £1000 in respect of the subscription payments due to the Company and a majority of the Directors resolve to remove him as a Director

Then the following provisions of this sub Article shall take effect:

- (b) The Transferor shall at that time be deemed to have served a Transfer Notice on the Company pursuant to Article 28 above and the provisions of Article 28 shall apply (in particular the Transferor shall forthwith use his best endeavours to find a suitable transferee for his share)
- (c) The company shall decide if a majority of the Directors so decide within 6 months of the deemed date of the Transfer Notice exercise the option of purchasing the Transferor's share on the terms set out in this Article.
- (d) No transfer of the Transferor's share to any third party is to take place unless and until:
  - (i) the Company has confirmed in writing to the Transferor that it does not intend to exercise its option set out in this Article or
  - (ii) the period of 6 months has elapsed from the date of the deemed Transfer Notice whereupon the Transferor will be at the liberty to transfer his share to a third party in accordance with Article 28.
- (e) If the Company resolves to purchase the Transferor's share:
  - i. The value of the share shall be agreed between the Company and the Transferor.
  - ii. In default of such agreement the Company shall instruct the auditors of the Company (who shall act as experts and not as arbitrators) to certify by certificate in writing ("the Certificate") the value in their opinion of the Transferor's share.
  - iii. If the auditors are instructed to certify the fair value of the Transferor's share, the Company shall as soon as it receives this Certificate, furnish a copy of it to the Transferor and the cost of obtaining the Certificate shall be borne by the Company.
  - iv. On the price being fixed (whether by reference to the agreement between the parties or to the certificate) the company within a period of 28 days after fixing the price of the Transferor's share purchase the Transferor's share at the fixed price and all moneys due to the Transferor shall be paid within 6 months of the date of registration of the transfer.
  - v. Any Shareholder dying or being adjudicated bankrupt shall (unless a majority of the Directors otherwise decide) be deemed to have served a Transfer Notice at the date of his death or adjudication (as the case may be) in respect of his share in the Company whereupon the

auditors shall immediately be instructed to produce a Certificate.  
Subject as aforesaid the provisions of this Article shall apply mutatis mutandis

### **Transmission of shares**

31. (1) If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.  
(2) A transmittee who produces such evidence of entitlement to shares as the directors may properly require—  
    (a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and  
    (b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.  
(3) But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

### **Exercise of transmittees' rights**

- 32.. (1) Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.  
(2) If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.  
(3) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

### **Transmittees bound by prior notices**

- 33.. If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of shareholders.

## **DIVIDENDS AND OTHER DISTRIBUTIONS**

### **Procedure for declaring dividends**

- 34.. (1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.  
(2) A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.  
(3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.  
(4) Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

- (5) If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- (6) The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- (7) If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

### **Payment of dividends and other distributions**

- 35.. (1) Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means—
- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
  - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
  - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
  - (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- (2) In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable—
- (a) the holder of the share; or
  - (b) if the share has two or more joint holders, whichever of them is named first in the register of shareholders; or
  - (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

### **No interest on distributions**

- 36.. The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—
- (a) the terms on which the share was issued, or
  - (b) the provisions of another agreement between the holder of that share and the company.

### **Unclaimed distributions**

36. (1) All dividends or other sums which are—
- (a) payable in respect of shares, and
  - (b) unclaimed after having been declared or become payable,
- may be invested or otherwise made use of by the directors for the benefit of the company until claimed.
- (2) The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.
- (3) If—
- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and

(b) the distribution recipient has not claimed it,  
the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

### **Non-cash distributions**

**38.. (1)**

### **Waiver of distributions**

**39..** Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if—

- (a) the share has more than one holder, or
  - (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,
- the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

## **CAPITALISATION OF PROFITS**

### **Authority to capitalise and appropriation of capitalised sums**

**3.10.** (1) Subject to the articles, the directors may, if they are so authorised by an ordinary resolution—

- (a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and
- (b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

(2) Capitalised sums must be applied—

- (a) on behalf of the persons entitled, and
  - (b) in the same proportions as a dividend would have been distributed to them.
- (3) Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.

(5) Subject to the articles the directors may—

- (a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;
- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
- (c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

**PART 4**  
**DECISION-MAKING BY SHAREHOLDERS**  
**ORGANISATION OF GENERAL MEETINGS**

**Attendance and speaking at general meetings**

41. (1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- (2) A person is able to exercise the right to vote at a general meeting when—
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- (3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- (4) In determining attendance at a general meeting, any two or more shareholders attending it must be in the same place as each other.

**Quorum for general meetings**

42. No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. Quorum for a meeting of the members is set to at least 51% of the members of the Company at any given time.

**Chairing general meetings**

43. (1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- (2) If the directors have not appointed a chairman, or if the 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 directors present, or
  - (b) (if no directors are present), the meeting,
- must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- (3) The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

**Attendance and speaking by directors and non-shareholders**

44. (1) Directors may attend and speak at general meetings, whether or not they are shareholders.
- (2) The chairman of the meeting may permit other persons who are not—
- (a) shareholders of the company, or



- (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,  
to attend and speak at a general meeting.

### **Adjournment**

45. (1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—
- (a) the meeting consents to an adjournment, or
  - (b) it appears to the 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.
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, 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 directors, and
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 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 company's general meetings is required to be given, and
  - (b) containing the same information which such notice is required to contain.
- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **VOTING AT GENERAL MEETINGS**

### **Voting: general**

46. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

### **Errors and disputes**

47. (1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- (2) Any such objection must be referred to the chairman of the meeting, whose decision is final.

### **Poll votes**

48. (1) A poll on a resolution may be demanded—
- (a) in advance of the general meeting where it is to be put to the vote, or
  - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- (2) A poll may be demanded by—

- (a) the chairman of the meeting;
  - (b) the directors;
  - (c) two 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 shareholders having the right to vote on the resolution.
- (3) 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.
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

### **Content of proxy notices**

49. (1) Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which—
- (a) states the name and address of the shareholder appointing the proxy;
  - (b) identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (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.
- (4) Unless a proxy notice indicates otherwise, it must be treated as—
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

### **Delivery of proxy notices**

- 50.—(1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- (2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor’s behalf.

### **Amendments to resolutions**

51. (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48

- hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
- (a) the chairman 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.
- (3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

## PART 5

### ADMINISTRATIVE ARRANGEMENTS

#### Means of communication to be used

52. (1) Subject to the articles, anything sent or supplied by or to the company under the 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 company.
- (2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- (3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

#### Company seals

53. (1) Any common seal may only be used by the authority of the directors.
- (2) The directors may decide by what means and in what form any common seal is to be used.
- (3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- (4) For the purposes of this article, an authorised person is—
- (a) any director of the company;
- (b) the company secretary (if any); or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

#### No right to inspect accounts and other records

54. Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder.

#### Provision for employees on cessation of business

55. The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

## DIRECTORS' INDEMNITY AND INSURANCE

### Indemnity

56. (1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—
- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
  - (b) any liability incurred by that director 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 Companies Act 2006),
  - (c) any other liability incurred by that director as an officer of the company or an associated company.
- (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.
- (3) In this article—
- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
  - (b) a "relevant director" means any director or former director of the company or an associated company.

### Insurance

57. (1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.
- (2) In this article—
- (a) a "relevant director" means any director or former director of the company or an associated company,
  - (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director'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
  - (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

## **Company Rules for Streamline Taxis (York) Limited (the “Company”)**

The following document sets out the rules of the Company. It is expected that the directors and shareholders of the Company will agree to be bound by these rules in all of their day to day activities as a representative of the Company.

### **1. Company Structure – Members**

- 1.1 Each self-employed driver may hold 1 ordinary share in the Company.
- 1.2 Such share will usually be purchased from an outgoing driver or employee of the Company (as the case may be) as and when such opportunity becomes available.
- 1.3 The price payable for each ordinary share in the Company will be the market value at the time of purchase.
- 1.4 Market value of the shares from time to time will be the price as agreed between a willing seller and a willing buyer, or in the absence of such agreement a jointly appointed accountant at the Company's request.
- 1.5 Each shareholder will, on a date 6 months after purchasing his (or her) share, be eligible to apply to be appointed as a director of the business subject to a shareholders' meeting approving the appointment.

### **2. Company Structure – Executive Committee**

- 2.1 The Executive Committee will be made up of a General Manager, the Chairman and up to a further 8 directors as appointed by the shareholders from time to time subject to the requisite approvals of rule 1.5.
- 2.2 The Executive Committee should be comprised of not less than 6 shareholder directors and in the case of less than 10 directors appointed a majority of the Executive Committee shall be shareholders.
- 2.3 The Executive Committee will review the General Manager's remuneration on an annual basis (or as otherwise agreed) and, where appropriate, authorise an increase.
- 2.4 The Chairman will be a post appointed by the shareholders of the Company every 3 years.

- 2.5 Each director will serve a 3 year term. A vote will be held every three years to replace **OR** re-appoint by a majority decision of the shareholders, the *Executive Committee member(s) due to retire in that year.*
- 2.6 Any shareholder may put themselves forward to be the Chairman or a member of the Executive Committee at the point at which an existing office holder is due to retire. The existing office holders may put themselves forward for re-appointment.
- 2.7 A vote will be taken at a shareholders' meeting at which the existing office holder is due to retire and the nominee with the majority of the shareholders' votes will be appointed to each post.
- 2.8 A member of the Executive Committee must retire from office if they are absent from meetings for a period of more than 6 consecutive months.

### **3. Meetings of the Executive Committee**

- 3.1 Meetings of the Executive Committee will take place once in every calendar month, with the exception of those months in which a general meeting or Board Meeting takes place.
- 3.2 Any director or shareholder may put forward issues to be discussed at the monthly Executive Committee meetings.
- 3.3 If you wish to raise an issue to be put forward at a Executive Committee meeting it should be addressed to a member of the Executive Committee who will raise it at a meeting on your behalf.
- 3.4 The Executive Committee's decision on any matters raised will be final.
- 3.5 Minutes of each Executive Committee meeting will be kept and distributed amongst all shareholders as soon as reasonably practicable and in any event no later than 14 days after the date of such Executive Meeting has been held.
- 3.6 The Chairman of the Company will act as chair at meetings of the Executive Committee. If the chair is absent then the attending members of the Committee will choose one member to be chair of the meeting before any business is done.
- 3.7 Every matter will be decided by a majority of votes of those attending. In the case of an equality of votes, the Chairman will have a casting vote.

- 3.8 The Executive Committee may from time to time make and change rules for the conduct of their business, the summoning and conduct of their meetings and the custody of documents, provided always that such rules are not inconsistent with the provisions of the Articles of Association of the Company.

#### **4. Responsibilities of the Executive Team**

- 4.1 The day to day running of the business of the Company will be the responsibility of the General Manager, overseen by the Executive Committee.
- 4.2 The General Manager may make expenditures up to a limit of £50,000 on behalf of the business, without prior authorisation.
- 4.3 Any expenditure between £50,000 and £100,000 must be expressly authorised in writing by the Executive Committee.
- 4.4 Expenditures over £100,000 should be authorised by a majority of the shareholders in a Shareholder's meeting.

#### **5. Meetings of the Company and Proxy Voting**

##### **5.1 Meetings called by the Board**

- (a) The Board of Directors has the power to call general meetings. The vast majority of general meetings will be called by the Board.
- (b) Board minutes should record details of the board meeting at which the directors resolve to call a general meeting. It is usual practice that they would also approve the notice of general meeting at the same board meeting.

##### **5.2 Meetings called by shareholders**

Shareholders representing at least 10% of such of the shareholding of the Company as carries the right of voting at general meetings of the Company have the ability to request that the directors call a general meeting. The directors must call the meeting requested by the shareholders within 7 days from the date on which they became subject to the requirement and the meeting must be held not more than 14 days after the date of the notice convening the meeting.

- 5.3 Shareholders have a number of rights in relation to general meetings, including:
- (a) The right to require the directors to call a general meeting
- (b) The right to require that a resolution be put before a general meeting they have convened.

- (c) The right to require that a resolution be put before an AGM.
  - (d) The right to require the company to circulate to shareholders a statement relating to a matter referred to in a proposed resolution to be considered at the meeting or other business to be dealt with at the meeting.
  - (e) The right to appoint directors of the Company.
- 5.4 Shareholders have the right to appoint a proxy to exercise all or any of the shareholder's rights to attend, speak and vote at general meetings. A proxy form will be sent out with the notice of a general meeting and the procedure for appointing proxy is found in Articles 48 and 49 of the Company's Articles of Association.
- 5.5 Where a shareholder or director requires accounting [or legal] information about the Company that is in addition to the information provided at general or board meetings the following procedure should be followed:
- 5.5.1 The director or shareholder should provide the next board or general meeting, as applicable, with details of the information that they require and the reason that the information has been requested.
  - 5.5.2 The relevant meeting will consider the request and if it is thought to be in the interests of the Company and/or its members or directors as a whole then the request will be made, and any costs borne by the Company.
  - 5.5.3 If the meeting considers that the information is relevant, but only to the person making the request, then that information may be requested but any associated costs should be met by the shareholder or director making the request.
6. 5.5.4 If the meeting decides that the information is not relevant, or conflicts with the interests of the Company, then the person making the request will be advised to take independent advice.

## **7. Directors Duties**

For the avoidance of doubt, directors have the following legal duties to the Company as detailed at Part 2 Chapter 10 of the Companies Act 2006 and these should be observed by the directors of the Company at all times. Failure to do so may not only have financial consequences for the business but legal ones for the directors. A director must:

- 7.1 act in accordance with the company's constitution and must only exercise his powers for their proper purpose;
- 7.2 act in the way he considers, in good faith, would be most likely to promote the success of the company for the benefit of its shareholders as a whole;
- 7.3 exercise independent judgement;



- 7.4 exercise reasonable care, skill and diligence;
- 7.5 avoid conflicts of interest;
- 7.6 not accept benefits from third parties;
- 7.7 declare an interest in any proposed transaction or arrangement with the Company.