

COMPANIES ACTS 19

LIMITED BY SHARES

Private Limited Company Articles of Association

Insert Name of Company Limited

(A Private Limited Company with Share Capital and Memorandum and Articles of Association)

MEMORANDUM

1. The Company's Name is
2. The Company's Registered Office is [England and Wales \(select one\)](#)
3. The Company Objects
 - a. Without prejudice to the objects of the Company as a General Commercial Company
 - b. To carry on any other business which the Company may think fit to carry on conveniently or advantageously in connection with any business of the Company with a view to the same becoming more profitable any part of the business property and goodwill of the Company or expertise.
 - c. To purchase or otherwise acquire any real or personal property and liabilities of any company or other person proposing to carry on any business which the Company may think fit to carry on conveniently or advantageously in connection with any business of the Company with a view to the same becoming more profitable any part of the business property and goodwill of the Company or expertise.
 - d. To purchase or otherwise acquire any real or personal property or any interest in such property or any liability of any person in such manner as may be thought fit.
 - e. To amalgamate or enter into any arrangement or other association for the purpose of sharing profits, union of interests or otherwise with any company or other person engaged in or about to carry on or engage in any business which the Company may think fit to carry on conveniently or advantageously in connection with any business of the Company with a view to the same becoming more profitable any part of the business property and goodwill of the Company or expertise.
 - f. To subscribe, underwrite or otherwise assist any such company and with or without the issue of shares, investments, securities or otherwise deal with such investments, securities or other property in respect thereof and to do so as directly or indirectly as may seem expedient to the Company.
 - g. To build, develop, construct, alter, repair, remove or replace any buildings, works, factories, machinery and plant and machinery or any interest in any such property in with any person, firm or other person.
 - h. To enter into any arrangement or other association with any person, firm or other person for the purpose of obtaining any concession, authorisation, licence, privilege or other right or option in connection with any business of the Company with a view to the same becoming more profitable any part of the business property and goodwill of the Company or expertise.
 - i. To obtain the grant of any patent, trade marks, copyrights, designs, inventions, privileges, exclusive rights or any right or option in connection with any business of the Company with a view to the same becoming more profitable any part of the business property and goodwill of the Company or expertise.
 - j. To apply for, promote or otherwise assist any such company and with or without the issue of shares, investments, securities or otherwise deal with such investments, securities or other property in respect thereof and to do so as directly or indirectly as may seem expedient to the Company.
 - k. To promote or join in the promotion of any company or other person for the purpose of carrying on any business which the Company may think fit to carry on conveniently or advantageously in connection with any business of the Company with a view to the same becoming more profitable any part of the business property and goodwill of the Company or expertise.

- indirectly calculated to
underwrite, subscribe for
other securities of any
kind.
- l. To enter into any arrangement for the whole or any part of the remuneration, which may be partly paid) or otherwise.
 - m. To sell, exchange, lease, or otherwise dispose of the whole of the undertaking or any part thereof for such consideration as may be considered expedient.
 - n. To pay for any rights or interests of any firm or company rendered payable by the allotment of shares, debentures or in part or in any other manner, the expenses of the Company.
 - o. To invest the monies of the Company by the purchase of any interest in land or otherwise as may be considered expedient.
 - p. To guarantee the payment of obligations, interest, dividends or engagements of any person, firm or Company.
 - q. To guarantee or give security by covenant or by mortgage or by any other methods, the performance of any obligation whatsoever.
 - r. To advance, lend or deposit money on such terms as may be considered expedient.
 - s. To draw, make, accept, discount, or transferable instruments.
 - t. To raise or borrow and receive money on debentures, mortgages, charges and the issue of securities upon all or any part of the assets of the Company present and future including the assets of any subsidiary or associated company.
 - u. To establish and maintain a fund for the acquisition of shares in the Company (including any Director's shares) for the time being permitted by law (so far as aforesaid) to any person or its holding company and to share the same with any such employees.
 - v. To establish and maintain a fund for the giving of donations to any person who is or were at any time a Director of the Company or of any subsidiary or associated company or of any such persons; to
- guarantee the placing of,
the shares, debentures or
other securities of any
kind for company for carrying on
the business of the Company
to fix and determine their
value of shares (either fully or
partly paid) or otherwise
to buy, sell and deal with
of the Company or any part
thereof and in particular shares,
debentures or other securities
of the Company.
- to remunerate any person,
by cash payment or by the
issue of shares or debentures
credited as paid up in full
or any of the preliminary
expenses of the Company
for any other purpose of the
Company or by the purchase of
any interest in land or otherwise
as may be considered expedient.
- bonds, mortgages, charges,
debentures, or otherwise
performance of contracts
to give indemnities and
to make any arrangement with any
person, firm or company
or any of them.
- by personal obligation or
by mortgage or by any other
method, the performance of any
obligation whatsoever, by
person, firm or company
or any of them.
- company, firm or person on
behalf of the Company.
- to buy, sell and deal with
debentures and other negotiable
instruments of the Company,
and to receive money on
such terms as may seem
expedient by mortgages and
debentures or securities of any description
of the Company both
present and future including
the assets of any subsidiary
or associated company.
- acquisition by trustees of
for the benefit of employees
of the Company or (so far as
permitted by law) to lend money (so
far as aforesaid) to any person or
its holding company and to share
the same with any such employees.
- maintenance of any contributory
fund of, and to give or procure
donations to any persons who
are or were at any time
Directors of the Company or of any
company or of any company
which is a subsidiary or
associated with the Company
or of any such persons or of any
such persons; to

- clubs or funds calculated as if they were part of the Company or of any other company of which any such person or any such other company is a member.
- w. To purchase and maintain, or were at any time due to be maintained, any other company which is a subsidiary of the Company, or of any subsidiary in which any employees of the Company or any other undertaking are interested, and to insure against any loss or damage by fire, theft or otherwise, the actual or purported or intended or prospective or purported exercise of their powers or offices in relation to the Company or any pension fund and to secure indemnity for any such person against any claim made against him as a director of the company” and “subsidiary” as defined in the Companies Act 1985 as amended.
 - x. To distribute among the members the assets of the Company.
 - y. To procure the registration of the Company in any territory outside the United Kingdom.
 - z. To issue any securities of the Company, whether of security or indemnity, and to undertake any liability in connection therewith undertaken by the Company.
 - aa. To do all or any of the above objects as principals, agents, co-principals, co-agents, companies, agents, in conjunction with others.
 - bb. To do all such other things as may be necessary or conducive to any of the above objects.
 - cc. And it is hereby declared that the powers conferred by the foregoing paragraphs shall not be construed as being restrictively construed, and shall be construed except where the context otherwise requires, as being reference to or inferences to be drawn from the same occur or by the manner in which they are expressed.
- 4.** The liability of the Members shall be limited to the amount unpaid on the Shares held by them.
- 5.** The authorised Share Capital of the Company shall be divided into [insert the amount](#) Shares of £ [insert the amount](#) each.

interests and well-being of the Company or towards the insurance of the Company or in conjunction with the Company.

person or persons who are directors of the Company, or of any other company which is associated with the Company, or of any trustee of any pension fund of the Company or any other company or subsidiary of the Company (generally of the foregoing) in connection with any act or omission in relation to the Company and/or in the exercise or performance of their duties, powers or offices in relation to the Company or any subsidiary undertaking or to secure indemnity or to exempt any person from liability under this clause “holding office as a director” as in the Companies Act 1985 as amended.

otherwise any property or assets of the Company in or under the laws of any territory outside the United Kingdom.

any other purpose by way of the Company or through subsidiary of the world, and either as principals, agents, co-principals, co-agents, companies, agents, in conjunction with others, and either alone or in conjunction with others, or conducive to any of the above objects.

specified in each of the above paragraphs and shall not be construed as being restrictively construed, and they shall not, except where the context otherwise requires, be limited or restricted by reference to or inferences to be drawn from the order in which the powers are expressed.

divided into [insert the amount](#) Shares of £ [insert the amount](#) each.

We, the Subscribers to this Memorandum of Association, have agreed to take the shares of the Company pursuant to the Memorandum: and we agree to pay for the same in accordance with the provisions of the Memorandum: and we agree to be bound by the provisions of the Memorandum: and we agree to be bound by the provisions of the Memorandum:

to the Company pursuant to our respective names.

Name and Address

Signed

Enter Name and Address

Enter Name and Address

TOTAL Shares taken

Witness name: Enter name
Address: Enter Witness Address

Signature:
Date: Enter Date

PRELIMINARY

- 1. The Company is a securities of the Comp
- 2. The Regulations conta 1985 No. 805) as am 1985 (SI 1985 No. 10 Communications) Ord (Amendment) Regulat A") shall, except as he these Articles, apply t Association.
- 3. In these Articles the ex Companies Act 1989 a any provision of the A or re-enactment of the

ALLOTMENT OF SHARE

- 4. a. Subject to Sect Directors and they persons, at such t 90(1) to (6) includ
- b. All shares which Company is incorp the members in pr by them respective otherwise direct. offered, and limitin accepted, will be c so deemed to be c have, within the s shall be made in li offer. Any shares capable of being c from the provision under the control of the same to s provided that, in th disposed of on te terms on which the 4.(b) shall have ef
- c. (i) Pursuant to generally auth Company to a the allotment amount equal (ii) During each agreements w expiry of such set out in th (disregarding allotted which events occurri

res, debentures or other
to F) Regulations 1985 (SI
(Amendment) Regulations
Companies Act 1985 (Electronic
panies (Tables A to F)
g hereinafter called "Table
tent with the provisions of
r regulations or Articles of
t 1985 as amended by the
erence in these Articles to
any statutory modification

be at the disposal of the
dispose of them to such
er and Sections 89(1) and
re capital with which the
sue shall first be offered to
of the existing shares held
shall by special resolution
ng the number of shares
thin which the offer, if not
f that period, those shares
resaid to the persons who
o them; such further offer
a like period as the original
er offer as aforesaid or not
s and any shares released
tion as aforesaid shall be
over or otherwise dispose
manner as they think fit,
, such shares shall not be
scribers therefore than the
ng provisions of this article

Act, the Directors shall be
iod all the powers of the
uthority shall be limited to
to an aggregate nominal

ectors may make offers or
elevant securities after the
not infringe the restrictions
made during such period
ue of the securities to be
offer or agreement from
reof).

PROCEEDINGS AT GENERAL MEETINGS

9. (i) No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds upon the business to be transacted, each by a duly authorised representative of a company which has a single member and a quorum shall be one member.
- (ii) If a quorum is not present at the meeting, the meeting shall stand adjourned to the same place or such time and place as may be determined by the meeting a quorum shall be present at the adjourned meeting and 41 shall be modified accordingly.
- (iii) At any General Meeting the result of any resolution shall be decided on a show of hands unless a show of hands (demanded by a member or members) is demanded. Unless a poll is demanded, a show of hands shall be deemed to be carried by a particular resolution if the minutes of the proceedings so state without proof of the result of the poll.
- (iv) Subject to the provisions of these Articles, any resolution passed at any general meeting shall be deemed to have been passed at a General Meeting if it is signed by all the members for the time being entitled to attend and vote at general meetings, or by their duly appointed representatives, as if the same had been passed at a General Meeting and held. Any such resolution may be executed in each executed by or on behalf of one or more members.

VOTES OF MEMBERS

10. Subject to any special provisions contained in the Articles relating to any special class of shares in the capital of the company, every member (being an individual) is present and entitled to vote in person or by a duly authorised representative, not being a company, and in the case of a poll every member shall have one vote only and in the case of a share held by him.

PROXY

11. The instrument appointing a proxy shall be in the common form, or such other form as may be approved by the appointer or his attorney, duly authorised in writing, and shall be either under its Common Seal or under the signature of the appointer. An instrument of proxy need not be witnessed.

DIRECTORS

12. (i) The number of Directors shall be one and there shall be no maximum number of Directors.
- (ii) A Director shall not be entitled to attend and speak at any separate meeting of the holders of any class of shares in the company unless he is entitled to do so by virtue of whether or not he is a Director shall be required to vacate his office if he has attained the age of seventy years.
- (iii) Any person may be appointed a Director if he has attained the age of twenty-one years and is not disqualified from being a Director by law.
- (iv) In the event of the Directors exercising all the powers and discretions by Table A, being or otherwise, in the Directors generally.

- (v) The Directors may of the Company authority for the ag

any person to be the agent they determine, including

ALTERNATE DIRECTORS

- 13. (i) Each Director s approved for that Director in his pla on such appointn entitled to exercis the liabilities and receive any remuner for each Director h be counted more ipso facto be revol
- (ii) Notice of all Boar Director of the Co necessary to give the United Kingdo
- (iii) The appointment cease to hold offic give notice in writi Regulations 65 to
- (iv) Without prejudice alternate Director responsible for his the Director appoi

er Director or any person ing to so act as alternate ke such nomination, and whilst so acting shall be d duties and undertake all ut shall not be entitled to r Director shall have one vote is a Director, but shall not an alternate Director shall be a Director.

e Director as if he were a t save that it shall not be r Director who is absent from

the alternate Director shall ch alternate Director shall evokes such appointment.

rovided in the Articles, an ector and shall alone be deemed to be the agent of

PROCEEDINGS OF DIRE

- 14. Directors may meet to their meetings as the majority of votes. A D any time summon a n quorum necessary for

m and otherwise regulate ng shall be decided by a ition of a Director shall, at here is a sole director, the

MINUTES

- 15. The Directors shall cau
 - a. Of names of the D any Committee of
 - b. Of all resolutions and of any Commi
 - c. Of all appointments
 - d. Of all documents s accordance with th

the purpose: ectors and any Meeting of pany and of the Directors y or otherwise executed in

THE SEAL

- 16. a. The Directors sh without the author instrument to whic Secretary or by tw
- b. Where the Act so two Directors and as if executed und clear on its face th deed without the a Regulation 101 sh

which shall not be used rised by Directors. Every l by one Director and the or and the Secretary or by shall have the same effect l be signed which makes it aking it to have effect as a uthorised by the Directors.

DIRECTORS' BORROWING

17. The Directors may exercise the power to borrow money or charge its undertaking or property for the purposes of the Company in accordance with Section 80 of the Act, and to issue debentures, debenture stock, or other securities, and to create debts, liability or obligations.

to borrow money and to mortgage or charge its undertaking or property therefor, and subject to the provisions of the Memorandum of Association and the Memoranda of Deposits, to create debts, liability or obligations as security for any

INTEREST OF DIRECTORS

18. A Director may, notwithstanding any contract or arrangement with the Company in which he is interested, for the purposes of a contract or arrangement considered, and retained, as being in the interests and advantages accruing to him therefrom.

contract or arrangement with the Company and such contract or arrangement shall be taken into account in determining whether such contract or arrangement is in the interests and advantages of the Company.

DIRECTORS' GRATUITIES

19. The Directors on behalf of the Company may, by Clause 3(v) of the Memorandum of Association and Table A to provide benefits or allowances to any Director or member of his family.

of the Company conferred by the Memorandum of Association and Regulation 87 of the Articles of Association, and insurances for any Director or member of his family.

INSURANCE

20. Without prejudice to the powers conferred on the Directors by the Memorandum of Association and the Articles of Association, the power to purchase and to pay the premiums on any policy of insurance were at any time directed by the Directors to any company which is its holding company or in that behalf contained in the Memorandum of Association and the Articles of Association.

The Directors shall have power to purchase and to pay the premiums on any policy of insurance of any persons who are or were at any time directors of the Company, or of any other persons, in accordance with the powers conferred on the Directors by the Memorandum of Association of the Company.

DISQUALIFICATION OF DIRECTORS

21. The office of Director shall be vacated if a Director:
a. ceases to be a Director by law from being a Director;
b. becomes bankrupt or insolvent;
c. becomes of unsound mind (i) admitted to hospital under the Mental Health Act 1983 or the Mental Health Act 2003, or (ii) an Order is made (in the United Kingdom or elsewhere) in relation to him for the appointment of a receiver or manager of his property or affairs;
d. resigns his office by writing addressed to the Company;
e. is absent from Director's meetings for a period of more than 90 days without the consent of the Company.
Regulation 81 shall apply to the office of Director as it applies to the office of Director.

becomes prohibited by law from being a Director, or becomes bankrupt or insolvent, or becomes of unsound mind (i) admitted to hospital under the Mental Health Act 1983 or the Mental Health Act 2003, or (ii) an Order is made (in the United Kingdom or elsewhere) in relation to him for the appointment of a receiver or manager of his property or affairs, or resigns his office by writing addressed to the Company, or is absent from Director's meetings for a period of more than 90 days without reasonable excuse and without the consent of the Company, he shall vacate office.

INDEMNITY

22. Subject to the provisions of the Memorandum of Association and the Articles of Association, for the time being shall be in force, the provisions of the Memorandum of Association and the Articles of Association shall be deemed to be amended so as to provide that any Director or other Officer shall be liable for any loss or damage suffered by the Company in the execution of his duties, but this article shall only have effect in relation to any Director or other Officer appointed after the date of the amendment of the Act.

Director or Auditor of the Company shall not be liable for any loss or damage suffered by the Company in the execution of his duties, but this article shall only have effect in relation to any Director or other Officer appointed after the date of the amendment of the Act.

Name and Address of Subs

Insert the name and address

That is the first shareholders

Memorandum above

Witness name: [Enter Name](#)

Address: [Enter Address](#)

Signature:

Date: [Enter Date](#)

Signed