

Company Number: 08263274

The Companies Act 2006

CAMEO

ARTICLES
OF ASSOCIATION

Incorporated on 22nd October 2012

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION OF CAMEO

1. PRELIMINARY

- 1.1 The model articles of association for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) (the "Model Articles") apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company (the "Articles").
- 1.2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.3 Model Articles 3, 9(2), 14, 18(d) and (e), 19(5), 22(1) and 30(4) do not apply to the Company.
- 1.4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.5 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa.

2. DEFINED TERMS

"secretary" means the secretary of the Company, if any, appointed in accordance with Article 9.1 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary; and

"working day" means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is not a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Company is registered.

"Burden Sharing Scheme" means a scheme to enable the financial burden arising from the introduction of requirements by Defra or any other public body in succession of DEFRA upon the cremation sector, to be shared between those cremation authorities who incur the cost of installing and operating any necessary equipment and those who incur no cost.

"Cameo Rules" means the rules of the Company which the Directors may approve from time to time in respect of the day to day running and management of the Company.

"Member" means the Federation of Burial and Cremation Authorities (to be represented by two individuals in general meetings) and the Council of the Cremation Society (to be represented by one individual in general meetings).

3. OBJECTS

3.1 The Company's objects are:

- (a) to provide and manage a Burden Sharing Scheme, and everything incidental thereto, for the benefit of its participants;
- (b) to operate the Burden Sharing Scheme on a not for profit basis;
- (c) to promote the Burden Sharing Scheme and develop strategies to increase its activities for the benefit of its participants;
- (d) to initiate, organise and complete any motions to encourage participation in the Burden Sharing Scheme; and
- (e) to do all such things as are or may be deemed incidental or conducive to the attainment of the above objects (or any of them).

4. DIRECTORS' GENERAL AUTHORITY

4.1 The Directors of the Company have control over the affairs and any property of the Company (owned or managed) and are responsible for management of the Company's business. The Directors have authority to exercise any powers of the Company which are necessary and/or incidental to the promotion of any or all of the objects of the Company set out at Article 3.1.

5. NO DISTRIBUTION TO MEMBERS

5.1 The income and property of the Company shall be applied solely towards the promotion of its objects as set out at Article 3.1 and no part of such property and/or income may be distributed or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Company.

5.2 Nothing in this Article 5 prevents any payment in good faith by the Company:-

- (a) of reasonable remuneration to any Director who is an officer or employee of the Company or who otherwise provides any services to the Company;
- (b) of interest on money lent by any Member of the Company at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Directors and which shall be reference to the bank in which the Company holds or carries out its banking activities;
- (c) of reasonable rent for premises demised or let by any Member or Director of the Company;
- (d) of fees, remuneration or other benefit in money or money's worth to any company of which a Member may also be a member holding not more than 1% of the issued share capital of that company;
- (e) to any Director (or alternate Director) of expenses under Model Article 20 (as modified by Article 10.2 hereof; or
- (f) of any premium in respect of any such insurance as is permitted by Model Article 39 such premium to be reviewed by the Directors when necessary.

5.3 If the Directors decide that it is necessary or advisable to dissolve the Company, then the Directors shall call a general meeting of all Members of the Company, of which no less than 14 days notice shall be given.

5.4 If the proposal to dissolve the Company is confirmed by 2/3 majority of those present and voting, the Directors shall have the power to realise any assets held by or on behalf of the Company in accordance with clause 5.5 below.

5.5 Upon the winding-up or dissolution of the Company the liability of the Members will be limited to £1. If there remains, after the satisfaction of all debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company generally, but shall be given or transferred to:

- (a) a body or bodies the objects of which are the promotion of charity or other institutions or organisations that have objects similar to the objects of the Company; or
- (c) such body or bodies to be determined by the Members of the Company at or before the time of dissolution (whether or not a recipient body is a Member of the Company) with similar objects to those of the Company; or
- (d) it shall be applied for some other charitable or non-for-profit purpose or to such other body or organization and anything incidental or conducive thereto, (whether or not the body or organization is a member of the Company).

6. PROCEEDINGS OF DIRECTORS

6.1 Subject to Article 6.2, notwithstanding the fact that a proposed decision of the Directors concerns or relates to any matter in which a Director has, or may have, directly or indirectly, any kind of interest whatsoever, that Director may participate in the decision-making process for both quorum and voting purposes.

6.2 If the Directors propose to exercise their power under section 175(4)(b) of the Companies Act 2006 to authorise a Director's conflict of interest, the Director facing

the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes.

6.3 Subject to the provisions of the Companies Act 2006, and provided that (if required to do so by the said Act) he has declared to the Directors the nature and extent of any direct or indirect interest of his, a Director, notwithstanding his office:-

- (a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a Director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested; and
- (c) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest.

6.4 (a) At a Director's meeting unless a quorum is present, no proposal is to be voted on, except a proposal to call another meeting.

(b) The quorum for the Director's meeting may be fixed from time to time by a decision of the Directors but it must never be less than two, and unless otherwise fixed it is two. The quorum shall consist at all times of one Director representing the Federation of Burial and Cremation Authorities and one Director representing the Cremation Society of Great Britain.

(c) Two Directors will be appointed by the Federation of Burial and Cremation Authorities, and one Director will be appointed by the Cremation Society of Great Britain.

(d) If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:-

- (i) to appoint a further Director; or
- (ii) to call a general meeting so as to enable Members to appoint further Directors.

6.5 (a) Each Director will serve for a three year period, at the end of which the Federation of Burial and Cremation Authorities, or the Cremation Society of Great Britain, may choose to appoint the same person for a further three year term, or another person.

(b) At the first Annual General Meeting of the company, one of the two Directors appointed by the Federation of Burial and Cremation Authorities will be re-appointed or replaced, at the second Annual General Meeting of the company, the second of the two Directors appointed by the Federation of Burial and Cremation Authorities will be re-appointed or replaced, and at the third Annual General Meeting, the Director appointed by the Cremation Society of Great Britain will be re-appointed or replaced. Subsequent Annual General

Meetings will follow the same pattern so that no Director is appointed for a term longer than three years.

6.6 The Directors shall hold a minimum of two Board Meetings per year consisting:-

- (a) of a minimum of two Directors, one representing the Federation of Burial and Cremation Authorities and one representing the Cremation Society of Great Britain.
- (b) the meeting of the Board of Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants.

6.7 Chairing of Directors' meetings

- (a) The Directors may appoint a Director to chair their meetings.
- (b) The person so appointed for the time being will be known as the Chairman and he shall always be appointed by the representatives of the Federation of Burial and Cremation Authorities.
- (c) If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start then the Vice Chair also appointed by the representatives of the Federation of Burial and Cremation Authorities will preside over at the Meeting and in the absence of the Vice Chair, the participating Directors must appoint one of themselves to chair it.
- (d) The Chairman or the Vice Chair of the meeting elected by the participating Directors shall always be a representative of the Federation of Burial and Cremation Authorities.
- (e) Subject to Article 8, the Chairman of the Company from time to time shall be entitled to remain in office for a minimum period of two years effective from the date of appointment of such Chairman but without imposing any obligation on such Chairman to automatically resign at the expiration of such period.

6.8 Casting Vote

- (a) If the number of votes for and against a proposal are equal, the Chairman, Vice Chair or other Director chairing the meeting has a casting vote. Unless, in accordance with the Articles, the Chairman, Vice Chair or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

7. UNANIMOUS DECISIONS

7.1 Model Article 8(2) is amended by the deletion of the words "copies of which have been signed by each eligible Director" and the substitution of the words "where each eligible Director has signed one or more copies of it" in their place. Model Article 8(2) shall be read accordingly.

8. TERMINATION OF DIRECTOR'S APPOINTMENT

8.1 In addition to the events terminating a Director's appointment set out in Model Articles 18(a) to (c) inclusive and (f), a person ceases to be a Director as soon as:-

- (a) that person is, or may be suffering from mental disorder and either:-
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under mental health legislation for the time being in force in any part of the United Kingdom; or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or which wholly or partly prevents that person from personally exercising any powers or rights which that person otherwise would have; or
- (b) has been absent from two consecutive meetings of the Board of Directors (the "**Board**"), unless such absences have been notified to and approved by the Board in advance, or, in respect of up to three previously unapproved absences without permission of the Directors from meetings of Directors held during that period and the Directors make a decision to vacate that person's office.

9. SECRETARY

9.1 The Directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit; and any secretary so appointed by the Directors may be removed by them.

10. DIRECTORS MAY DELEGATE

10.1 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 including any Member of the Company;
- (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.

10.2 If the Directors so specify any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

10.3 The Directors may revoke any delegation in whole or part or alter its terms and conditions.

11. COMMITTEES

11.1 Subject to Article 10, committees to which the Directors delegate 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 and the Cameo Rules.

11.2 The Directors may make any rules in relation to such committees so long as they are consistent with the provisions of the Articles.

12. MEMBERSHIP RIGHTS AND QUALIFICATIONS

12.1 A right, privilege or obligation of a Member by reason of membership:

- (a) is not capable of being transferred or transmitted to any third party; and
- (b) terminates upon receipt of the acknowledgement of termination of membership from the Directors of the Company.

12.2 Membership qualification shall not be personal to the representative of the Member.

12.4 The board of Directors must keep and maintain an up to date register of Members including the date on which a Member ceased to be a Member.

13. ALTERNATE DIRECTORS

13.1 (a) Any Director (the "appointor") may appoint as an alternate any other Director, or any other person approved by a decision of the Directors, to:-

- (i) exercise that Director's powers; and
- (ii) carry out that Director's responsibilities, in relation to the taking of decisions by the Directors in the absence of the alternate's appointor.

(b) Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors. The notice must:-

- (i) identify the proposed alternate; and
- (ii) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of his appointor.

13.2 (a) An alternate Director has the same rights to participate in any Directors' meeting or decision of the Directors reached in accordance with Model Article 8, as the alternate's appointor.

(b) Except as these Articles specify otherwise, alternate Directors:-

- (i) are deemed for all purposes to be Directors;
- (ii) are liable for their own acts or omissions;
- (iii) are subject to the same restrictions as their appointors; and
- (iv) are not deemed to be agents of or for their appointors.

(c) A person who is an alternate Director but not a Director:-

- (i) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating); and
- (ii) may sign or otherwise signify his agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's appointor has not signed or otherwise signified his agreement to such written resolution).

No alternate may be counted as more than one Director for such purposes.

- (d) An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the remuneration payable to that alternate's appointor as the appointor may direct by notice in writing made to the Company.
- (e) Model Article 20 is modified by the deletion of each of the references to "Directors" and the replacement of each such reference with "Directors and/or any alternate Directors".

13.3 An alternate Director's appointment as an alternate terminates:-

- (a) when his appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor would result in the termination of the appointor's office as Director;
- (c) on the death of his appointor; or
- (d) when his appointor's appointment as a Director terminates.

14. TERMINATION OF MEMBERSHIP

14.1 A Member may resign from membership by providing 6 months notice in writing to the Company, and upon receipt by the Company.

14.2 The minimum number of Members shall be two from time to time, and should this number fall below two, the Directors shall convene a general meeting for the purpose of inviting new Members to join the Company.

15. WRITTEN RESOLUTION OF MEMBERS

15.1 (a) Subject to Article 12.1(b), a written resolution of Members passed in accordance with Part 13 of the Companies Act 2006 is as valid and effectual as a resolution passed at a general meeting of the Company.

(b) The following may not be passed as a written resolution and may only be passed at a general meeting:-

- (i) a resolution under section 168 of the Companies Act 2006 for the removal of a Director before the expiration of his period of office; and
- (ii) a resolution under section 510 of the Companies Act 2006 for the removal of an auditor before the expiration of his period of office.

15.2 On a written resolution every Member has one vote.

16. NOTICE OF GENERAL MEETINGS

16.1 (a) Every notice convening a general meeting of the Company must comply with the provisions of:-

- (i) section 311 of the Companies Act 2006 as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting; and
- (ii) section 325(1) of the Companies Act 2006 as to the giving of information to members regarding their right to appoint proxies.

- (b) Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the Directors and to the auditors (if any) for the time being of the Company.

16.2 An Annual General Meeting of the Company shall be held in September, of each year, or in special circumstances may be fixed in some other month by the Directors.

17. QUORUM AT GENERAL MEETINGS

17.1 (a) If and for so long as the Company has two Members, one representing the Federation of Burial and Cremation Authorities and one representing the Cremation Society of Great Britain, to vote on the business to be transacted, whoever is present at a general meeting in person or by proxy or, in the event that the Member is a corporation, by corporate representative, is a quorum.

(b) If and for so long as the Company has two or more Members, two Members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by proxy or, in the event that any Member present is a corporation, by corporate representative, are a quorum.

(c) Model Article 27(1) is modified by the addition of a second sentence as follows:-
"If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefore or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved."

18. VOTING AT GENERAL MEETINGS

18.1 On a vote on a resolution at a general meeting on a show of hands or on a poll, every Member present in person, by proxy or (being a corporation) by corporate representative has one vote.

18.2 Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman directs.

19. DELIVERY OF PROXY VOTES

19.1 Model Article 31(1) is modified, such that a "proxy notice" (as defined in Model Article 31(1)) and any authentication of it demanded by the Directors must be received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote; and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid.

20. COMMUNICATIONS

20.1 Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Company to a person by being made available on a website.

20.2 A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be sent

to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company.

- 20.3 (a) If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting.
- (b) If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied.
- (c) If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.
- (d) For the purposes of this Article 20.3, no account shall be taken of any part of a day that is not a working day.

21. RULES

21.1 The Directors may make such rules (including but not limited to the Cameo Rules) as they consider necessary or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership and participating in the Burden Sharing Scheme. In particular, and without prejudice to the generality of the foregoing, the Directors may make rules regulating:-

- (a) the admission and classification of Members of the Company and participants in the Burden Sharing Scheme, and the rights and privileges of such members/participants, the conditions of membership/participation and the terms on which members/participants may resign or have their membership/participation terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
- (b) the conduct of Members of the Company and the participants of the Burden Sharing Scheme in relation to one another, and to the Company's officers and employees;
- (c) the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
- (d) the procedure at general meetings and meetings of the Directors and committees of the Company (in so far as such procedure is not governed by these Articles); and
- (e) any and all other matters as are commonly the subject matter of Company rules.

21.2 The Directors must adopt such means as they consider sufficient to bring to the notice of Members of the Company and the participants of the Burden Sharing Scheme all rules made under this Article.

- 21.3 Any rules made by the Directors under this Article will be valid and binding as against all members of the Company and participants of the Burden Sharing Scheme for so long as such rules are in force.
- 21.4 The Company in general meeting may alter or repeal any rules made by the Directors in accordance with this Article.
- 21.5 Nothing in this Article permits the Directors of the Company to make any rules which are inconsistent with or affect or repeal anything in these Articles or in any resolution passed by Members of the Company or agreement to which Chapter 3 of Part 3 of the Companies Act 2006 applies.
- 21.6 If there is any discrepancy or any conflict or dispute or inconsistency between the Articles and the Cameo Rules or any other rules made by the Directors pursuant to the Articles, the Articles and the interpretation of the clauses herein shall prevail.

22. ACCOUNTS

- 22.1 The Members shall cause true accounts to be kept, and at the Annual General Meeting the Directors shall submit an Income and Expenditure Account and Balance Sheet, duly audited, showing the income and expenditure and the position of the assets and liabilities of the Company for the preceding financial year ended on 31st December.
- 22.2 The board of Directors must collect and receive all monies due to the Company and make all payments authorised by the Board of directors.
- 22.3 All cheques, bankers drafts, bills of exchange, promissory notes and other negotiable documents instruments must be authorised by two Directors (one authorised Director representing the Federation of Burial and Cremation Authorities and one representing the Cremation Society of Great Britain) in respect of any sum in excess of £3,000.
- 22.4 All cheques, bankers drafts, bills of exchange, promissory notes and other negotiable instruments below £3000 may be signed by one Director and an additional authorised signatory appointed by the board of Directors from time to time.

23. INFORMATION CONTROL

- 23.1 Information and any intelligence held by the Company is confidential. No disclosure of information will take place that is not in accordance with the relevant statutory provisions.
- 23.2 The data held may only be accessed and shared by the Company and any other interested parties that shall be present during the meetings such as any special attendees invited by the board of Directors.
- 23.3 The Directors must notify the Information Commissioner as required under the Data Protection Act 1988 identifying the board of Directors as a data controller if such need arises.
- 23.4 Only those Members of the board of Directors or agents who are involved in the Burden Sharing Scheme will receive relevant information, and those entitled to hold

personal data will do so only where it is relevant for that purpose. Such information may relate to target photo files, updates, any potential criminal activities or any other information as may be from time to time released or be made available to the members of the Burden Sharing Scheme or the board of Directors.

24. MEDIA RELATIONS

24.1 All media enquiries should be referred to a nominated person on the board of Directors who will decide upon an appropriate response at all times.

24.2 Members should not seek to represent the Company or the board of Directors without consultation with the board of Directors.

25. INDEMNITY

25.1 Subject to paragraph 25.2, a relevant Director of the Company or an associated company shall not be held personally liable for, and he 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 Act)
- (c) any other liability incurred by that Director as an officer of the Company or an associated company.

25.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

25.3 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.

25.4 No action taken by any of the Directors of the Company or former Directors of the Company shall be construed as representing an action taken by any of them for and or on behalf of any other organisations by which the relevant Director may be employed or of which the relevant Director may be a member of or act for and or on behalf of in any other capacity, which shall include any paid or unpaid commitments from time to time.