

Company Number: 05219646

The Companies Act 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**REVISED MEMORANDUM AND ARTICLES
OF ASSOCIATION**

**(adopted by Special Resolution on the 15 September 2006)
(amended by Special Resolutions on the 30 September 2010)
(amended by further Special Resolutions on the 9th September 2013)**

OF

EUROPEAN RACKING FEDERATION

REGISTERED NUMBER 05219646 ENGLAND

THE COMPANIES ACT 2006

Registered Number 05219646 England

THE COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

REVISED MEMORANDUM OF ASSOCIATION

**(adopted by Special Resolution on the 15 September 2006)
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OF

EUROPEAN RACKING FEDERATION

1. The name of the Company is the European Racking Federation hereinafter referred to as “the company”
2. The registered office of the company will be situated in England
3. The objects for which the Company is established are to represent, promote and protect by all or any lawful means the interests of the European Racking Industry, and the doing of all such other things as are incidental or conducive to the attainment of that object, which without limiting what may be done, may include the following:
 - a) To establish a source of information for: the manufacturers, the control organisations, the users, the teaching institutes and the government authorities.
 - b) To compile data related to Storage Equipment and Methods for technical, economic and commercial exchanges in Europe.

- c) To present a complete prospectus with a view to European collaboration in the following fields:
- Definition and classification of equipment
 - Terminology
 - Standardisation
 - Safety Regulations
 - Quality Regulations
 - Economic Data
 - Research and Development
 - Publications
- and any other project which could be of use to manufacturers and users
- d) To publish a range of studies and documents promoting better utilisation of Storage Equipment.
- e) To generate income to support technical research.
- f) To take over, establish, promote, finance or conduct or carry on any undertaking prohibited from distributing any of its profits, income or property amongst its members to an extent at least as great as is imposed on the Company by its Memorandum and Articles of Association with the primary object of promoting the objects of the Company.
- g) To purchase, lease or rent property to achieve the objectives of the company.
- h) To employ any such person or persons or body in connection with the objects of the Company and to pay such remuneration as may be thought expedient.
- i) To apply to any Government, public bodies, corporation, companies or persons whether in the United Kingdom or abroad, for any grants of money, and any grants of land, donations, gifts, subscriptions and other assistance with a view to promoting the objects of the Company and to accept the same and to conform to any proper conditions upon which such grants, gifts or other payments may be made.
- j) To undertake and execute any trusts which may be conducive to the objects of the Company and to act as Trustees and accept as such specific tasks or responsibilities including advisory functions, provided the same shall be for the advancement of the objects of the Company.
- k) To borrow or raise any money that may be required by the Company on such terms as may be deemed advisable and to grant security by way of bond, mortgage, bond and disposition in security, charge debenture or otherwise over any part of the Company's property.
- l) To raise funds by subscriptions, levies, or in any other way for the promotion of the objects of the Company.
- m) To invest the moneys of the Company not immediately required for its purpose in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may from time to time being so imposed or required by law and subjects also as hereinafter provided.

- n) To pay all expenses preliminary or incidental to the formation of the Company and its registration.
- o) To procure the Company to be registered or recognised in any foreign country or place.
- p) To do all or any of these things as principals, agents, trustees or otherwise and by or through trustees, agents or otherwise.

Provided that:

- i) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
 - ii) The Company shall not support with its funds any object, or endeavour to impose on, or procure to be observed by its members or others, any regulation, restriction or condition which if any object of the Company would make it a Trade Union.
- 4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company, as set forth in this Memorandum Of Association and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to Members of the Company.
 - 5. The liability of the Members is limited.
 - 6. Every Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding-up, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding one pound.
 - 7. If upon the winding-up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other institution or institutions in the United Kingdom having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

Registered Number 05219646 England

THE COMPANIES ACTS 1985 AND 1989

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

REVISED ARTICLES OF ASSOCIATION

**(adopted by Special Resolution on the 15 September 2006)
(amended by Special Resolutions on the 30 September 2010)
(amended by further Special Resolutions on the 9th September 2013)**

OF

EUROPEAN RACKING FEDERATION

1) GENERAL

In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not consistent with the subject or context:-

Words	Meaning
The Act	The Companies Act, 1985 including any statutory modification or re-enactment thereof for the time being in force
The Company	The above-named Company
These Presents	These Articles of Association and all Regulations and Bye-Laws of the Company
The Secretary	Any person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary
The Office	The Registered Office of the Company
The Seal	The Company does not have a seal
Plenary Meeting	Means all general meetings, special general meetings, extraordinary general meetings and annual general meetings of members
Member and Associate Member	Full members are the National Associations of European Countries representing manufacturers of storage equipment. Associate members are national or international organisations from non-European countries who are not allowed to vote on company resolutions
Subject	Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Company, if not inconsistent with the subject of context, bear the same meanings in these presents.

2) MEMBERSHIP

In accordance with the above definition full members are the National Associations of European Countries representing manufacturers of storage equipment. Only one National Association shall be admitted for each country. If a manufacturer of storage equipment operates in several European countries he can be a member of several National Associations one of which must be in the country where the company headquarters are based.

Individual members are manufacturers of storage equipment who can only join the Company if no National Association exists in their country. The term "Associate member" is as defined above.

3) SUBSCRIPTIONS

A draft budget with proposed subscription level shall be presented each year by the President and Secretary General to the Members for their approval at a Plenary Meeting.

With the Company's draft budget approved the full members' representatives shall determine, by vote, the amount of any annual subscription to be paid by the members.

4) RESIGNATION OF MEMBERS

A member or associate member may resign from the company by giving notice in writing to the Secretary General, but unless such notice is given at least 6 calendar months prior to the expiration of the company's financial year the resigning member will be liable for the full subscription for the ensuing year.

5) EXPULSION OF MEMBERS

A Plenary Meeting of full members shall review the conduct of any member where such conduct in their opinion renders him unfit to continue as a member of the company. Where such a Plenary Meeting decides, by majority vote, to expel such a member that expulsion is valid.

6) PLENARY MEETINGS OF MEMBERS OF THE COMPANY

All general meetings, special general meetings, extraordinary general meetings and annual general meetings of members shall be defined and included within the phrase as "Plenary Meetings of Members". These Plenary Meetings are the ultimate decision making body of the company.

A Plenary Meeting of the company is a meeting of members who have been given at least 21 days notice in writing, or by approved electronic means of communication of the meeting and who are in attendance. A Plenary Meeting of members shall take place at least once in every 12 month period.

Where at least 5 full members require a Plenary Meeting, as provided in by Section 368 of the Act, and such a confirmed request is made in writing, or by approved electronic means to the Secretary General such a request shall be actioned without delay.

7) PROCEEDINGS AT PLENARY MEETINGS

No business shall be transacted at any Plenary Meeting unless a quorum is present. Five full members' representatives, being entitled to vote upon the business to be transacted, shall be a quorum.

The Secretary General shall be responsible for circulating to members, with the calling notice for a Plenary Meeting, any draft proposals/papers received from a member or members being business required to be reviewed and voted upon at the called Plenary Meeting.

It shall be in order for any full members' representative to submit its vote in time for a Plenary Meeting in writing or in electronic form, using an approved format.

Any full members' representatives votes at a Plenary Meeting must be carried by a majority of the total membership either present or submitting their vote in writing or by electronic means.

The President or his deputy or another appointed officer of the Company shall attend a Plenary Meeting as chairman where the quorum is five full members present, but shall not have a vote or casting vote.

The full members at a Plenary Meeting where a quorum is not present may determine either to adjourn the meeting to another agreed place and time to continue the business of the adjourned meeting and/or other such company business as the members present may agree and/or to seek votes on any issues by electronic or postal means

8) MEMBERS POWERS AND AUTHORITY

The full member's representatives voting in Plenary Meeting are the directing authority for all the Company's actions and policy.

Each full member country has the right to nominate one representative, to attend and vote at Plenary Meetings of the company.

Voting rights of each full member are in relation to their membership fees:

Highest level	-	4 votes
Medium level	-	2 votes
Lowest level	-	1 vote

In addition, each full member country has the right to nominate their representative as a Director of the Company, as recognised by Companies House, UK subject to a majority vote at the Plenary Meeting following their nomination.

By Plenary Meeting vote the members will accept or reject members' nominations for Directors, will confirm or modify the Company draft annual budget placed before the Plenary Meeting by the President and Secretary General, and will appoint Officers of the Company - which Officers shall not have any voting powers at any Plenary Meeting unless they are the nominated representative and/or Director of a full member and delegate to such Officers such powers as to enable them to carry through the on-going day to day business of the Company in accordance with the Company's aims and policies as directed by the members.

Each director shall continue in office subject to being re-endorsed by the Plenary Meeting in alternate years (usually at the FEM congress)

Where there is a case of conflict arising between Directors the matter shall be referred to a Plenary Meeting for review and resolution by the full members, whose resolution may include the appointment of an outside Arbiter.

A Director may resign from office as Director of his own accord, or by reason of his nomination as director being withdrawn by his member country or by removal from office by reason of a vote at a Plenary Meeting of members.

Management Board of Executive Officers

The Company's Executive officers shall be appointed or re-endorsed by the Plenary Meeting held during the FEM congress every 2 years. Executive Officers are defined as "managers" who implement the Plenary Meeting decisions within their own area of responsibility. The Company's Executive officers do **NOT** have any voting powers unless they are the nominated representative and/or Director of a full member.

The Company's Executive officers and areas of responsibility are listed below:

The President	Whose duties include acting as Plenary Meeting chairman, and who is also responsible for overseeing the Secretary General.
The Vice-President	Shall deputise for the president as necessary
The Immediate Past President	Who shall provide information and advice deriving from his experience
The Technical Chairman	Who shall chair and direct technical meetings, and who can appoint and delegate to chairmen of working groups
The Deputy Technical Chairman	Shall deputise for the technical chairman as necessary
C.E.N.T.C. 344 Chairman	As nominated and defined by the Plenary Meeting
Four Senior Company Executives	Appointed from members with the largest number of manufacturers viz. Germany, Italy, Spain and UK who pay the highest level of membership fees
The Secretary General/ Company Secretary	<p>The Secretary General/Company Secretary who shall not have a vote shall be appointed by the Plenary Meeting at such remuneration and other conditions as the Plenary Meeting shall agree.</p> <p>The Secretary General/Company Secretary's responsibilities as defined by the Plenary Meeting shall include:-</p> <ol style="list-style-type: none">1) To specifically oversee the Company's financial affairs within the constraints of the Company's budget2) To prepare and propose in conjunction with the President an annual budget for a Plenary Meeting which shall debate and conclude its decisions accordingly3) The Company's financial year will be from October to September and accounts shall be maintained by the Secretary General/Company Secretary and verified by an independent external auditor, whose Annual Report shall be circulated to all members at least 28 days before the Plenary Meeting where it is to be reviewed and voted upon4) The Secretary General/Company Secretary shall also be answerable to the President, Directors and members for ensuring that all calling notices and agendas are circulated in good time for all Plenary Meetings, and that Plenary Meeting minutes are maintained and kept for members and directors information.

9) INDEMNITY

Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every Director or other Officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

Where a Director or Officer of the Company becomes liable through their own gross negligence or wilful misconduct they shall be fully responsible for all consequent damage or loss which the Company or they themselves may suffer as a result of such negligence or misconduct.

10) DISSOLUTION

Where the dissolution or winding-up of the Company is seen as required or essential by the full members, any one full member shall prepare a special resolution which shall be circulated by the Secretary General/Company Secretary at least 28 days before the Plenary Meeting where the special resolution seeking dissolution or winding up of the company is to be reviewed or voted on.

If members agree the Plenary Meeting may be convened by electronic means, television link-up/conference video and again, subject to members agreement, all votes of the meeting shall be recorded by electronic means. A majority vote of full members' representatives for dissolution requires at least three quarters of the full members to be present or represented, whatever the medium of the meeting.

The provisions of clause 7 of the Memorandum of Association relating to the winding-up and dissolution of the Company shall have effect as if such provisions were repeated in these presents.