

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

## ARTICLES OF ASSOCIATION

of

TRUST ALLIANCE GROUP LIMITED

Company number 04351294

**(‘the Company’)**

(As adopted by special resolution dated 27 July 2023)

### PART 1

#### INTERPRETATION AND LIMITATION OF LIABILITY

##### 1. Defined terms

##### 1.1 In the Articles, unless the context requires otherwise

Articles	means the Company’s Articles of association stated herein
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
Business Day	means Monday-Friday but not including any public holiday
Chair	has the meaning given in Article 12 and 25
Chief Ombudsman/ Executive	Shall in each case mean the person who is referred to as the chief ombudsman or chief executive on their job description.
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;
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 Director	means those Directors who have been appointed in accordance with Article 17.2
member	has the meaning given in section 112 of the Companies Act 2006 and whose name is registered in the Register of Members of the Company and Membership shall be construed accordingly.
Non Executive Director	Means all Directors other than Executive Directors.
ordinary resolution	has the meaning given in section 282 of the Companies Act 2006
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
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.

- 1.2 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.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any work following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. Liability of members and winding up of the Company

2.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for—

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a member,
- (b) payment of the costs, charges and expenses of winding up, and
- (c) adjustment of the rights of the contributories among themselves.

2.2 The members may at any time before, and in the expectation of dissolution resolve that any net assets of the Company after all debts and liabilities have been paid, or provision for them has been made, shall on or before the dissolution of the Company be applied or transferred in any of the following ways:

- 2.2.1 directly for the purposes of the Company;
- 2.2.2 by transfer to another body for purposes similar to the Company; or
- 2.2.3 to any body for use for particular purposes that fall within the purpose of the Company.

2.3 Subject to any such resolutions of the members the Directors of the Company may at any time before and in expectation of its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on or the dissolution of the Company be applied or transferred in any of the following ways:

- 2.3.1 directly for the Company;
- 2.3.2 by transfer to another body for purposes similar to the Company; or
- 2.3.3 to any body for use for particular purposes that fall within the purposes of the Company .

2.4 In no circumstances shall the net assets of the Company be paid or distributed among the members (except to a member which qualifies under Articles 2.2 or 2.3) and if no resolution in accordance with Article 2.2 or Article 2.3 is passed by the members or the Directors the net assets shall be applied for purposes as directed by the Court.

2.5 The income and property of the Company howsoever derived shall be applied solely in promoting the purposes of Company.

2.6 None of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member. This does not prevent a member who is not also a Director from receiving:

- a) reasonable and proper remuneration for any goods or services supplied to the Company;
- b) any interest on money lent by a member or any Director at a reasonable and proper rate;
- c) reasonable and proper rent for premises demised or let by any member or Director; and
- d) Reasonable out of pocket expenses properly incurred by any Director.

## PART 2

### DIRECTORS

#### DIRECTORS' POWERS AND RESPONSIBILITIES

##### 3. Directors' **general authority**

- 3.1 Subject to the Articles, the Directors are responsible for the management of the Company's business and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Companies Act, the Articles or any special resolution.

##### 4. **Members' reserve power**

- 4.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.
- 4.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

##### 5. Directors may delegate

- 5.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles subject to the imposition of any terms and conditions:

- 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. The terms of any such delegation must be recorded in the minutes of the any meeting delegating any authority.

- 5.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 5.3 The Directors may revoke any delegation in whole or part or alter its terms and conditions.
- 5.4 All acts and proceedings of any committees must be fully and promptly reported to the Directors.

##### 6. Committees

- 6.1 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.
- 6.2 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

### 7. Directors to take decisions collectively

- 7.1 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 8.

### 8. Unanimous decisions

- 8.1 A decision of the Directors is taken in accordance with this Article when all eligible Directors indicate to each other by any means permitted that they share a common view on a matter.
- 8.2 Such a decision shall take the form of a resolution in writing.
- 8.3 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.
- 8.4 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.

### 9. Calling a Directors' meeting

- 9.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice and the company secretary (if any) must call a meeting of the Directors if requested to do so by the a Director.
- 9.2 Notice of any Directors' meeting must indicate:
- a) its proposed date and time;
  - b) where it is to take place; and
  - c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 9.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.

9.4 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.

9.5 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the Directors meeting.

## 10. Participation in Directors' meetings

10.1 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 with all other participants .

10.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

10.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## 11. Quorum for Directors' meetings

11.1 No decision may be made by a meeting of the Directors unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by suitable electronic means agreed by the Directors in which a participant or participants may communicate with all the other participants..

11.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but must never be less than three (of which a majority must be non-executive directors).

11.3 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

- a) to appoint further Directors, or
- b) to call a general meeting so as to enable the members to appoint further Directors.

11.4 A Director shall not be counted in the quorum present when any decision is made about a matter upon which that Director is not entitled to vote.

## 12. Chairing of Directors' meetings

12.1 The Directors may appoint a Director to chair their meetings.

12.2 The person so appointed for the time being is known as the Chair.

12.3 The Directors may terminate the Chair's appointment at any time.

12.4 If the Chair is not participating in a Directors' meeting within fifteen minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

### 13. Casting vote

13.1 In the case of an equality of votes the person who is chairing the meeting shall have a second or casting vote.

13.2 But this does not apply if, in accordance with the Articles, the Chair or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

### 14. Conflicts of interest

14.1 A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared. A Director must absent himself or herself from any discussions of the Directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

14.2 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.

14.3 But if Article 14.4 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.

14.4 This Article applies when:

- a) the Company resolves to disapply the provision or provisions of the Articles which would otherwise prevent a Director from being counted as participating in the decision-making process; or
- b) the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest or loyalty; or
- c) the Director's conflict of interest or loyalty arises from a permitted cause.

14.5 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 securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such 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.

14.6 For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.

14.7 Subject to Article 14.8, 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 Chair whose ruling in relation to any Director other than the Chair is to be final and conclusive.

14.8 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

15. Records of decisions to be kept

15. 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.

16. **Directors' discretion to make further rules**

16. 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

17. Appointment of Directors



17.1 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:

- (a) by ordinary resolution, or
- (b) by a decision of the Directors.

17.2 A total of three Executive Directors may be appointed as Directors but at no time shall executive Directors exceed three and at all times Non-Executive Directors shall be in the majority.

17.3 Non-Executive Directors and Chair shall be appointed on the recommendation of the nominations committee of the Company for a period of three years from the date of appointment with an option to renew for one further three-year term or such other shorter period agreed by the Board. In exceptional circumstances and after rigorous review and agreement by the Board, a Non-Executive Director and Chair can be elected to serve further terms of office of 3-year increments.

## 18. Termination of Director's appointment

18.1 A person automatically ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Companies Acts 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) 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;
- (f) in the case of an Executive Director that person is no longer employed by the Company; and
- (g) they cease to be a member.

18.2 In the event that a Director fails to attend four consecutive Board meetings without the permission of the Board, the Board shall be entitled, at their absolute discretion, to pass a resolution to remove the person as a Director of the Company.

## **19. Directors' remuneration**

19.1 Directors may enter into a contract for the supply of services or of goods that are supplied in connection with the provision of the services to the Company that the Directors decide and which is permitted in accordance with the Companies Acts.

19.2 Directors are entitled to such remuneration as the Directors determine (subject to Article 14) :

(a) for their services to the Company as Directors, and

(b) or any other service which they undertake for the Company

19.3 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.

19.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

19.5 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.

## **20. Directors' expenses**

20. The Company may pay any reasonable expenses which the Directors (including the company secretary (if any)) 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 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.

## **PART 3**

### **MEMBERS**

## BECOMING AND CEASING TO BE A MEMBER

### 21. Membership

21.1 All persons who are admitted to membership of the Board shall, immediately upon such admission, become members.

21.2 No person shall be a member of the Company unless they are a Director.

21.3 The Directors must keep a register of names and addresses of the members.

21.4 Membership is not transferable.

### 22. Termination of membership

22.1 Membership is terminated if:

- a. the member dies or, if it is an organisation, ceases to exist;
- b. the member resigns by not less than 7 days' written notice to the Company unless, after the resignation, there would be less than two members;
- c. any sum due from the member to the Company is not paid in full within six months of it falling due;
- d. the member is removed from membership by a resolution of the Directors that it is in the best interests of the Company that his or her or its membership is terminated. A resolution to remove a member from membership may only be passed if:
  - e. the member has been given at least twenty-one days' notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it is to be proposed;
- f. the member or, at the option of the member, the member's representative (who need not be a member of the Company) has been allowed to make representations to the meeting.
- g. the member ceases to be a Director.

## ORGANISATION OF GENERAL MEETINGS

### 23. Attendance and speaking at general meetings

23.1 A member is able to exercise the right to speak at a general meeting when they are able communicate by whatever means with all those attending and participating in the meeting. .

23.2 A member is able to exercise the right to vote at a general meeting when:

- a) they are able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- b) their 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 participants attending the meeting.

23.3 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.

23.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

23.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

23.6 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

## 24. Quorum for general meetings

24.1 No business is to be transacted at a general meeting unless a quorum is present.

24.2 A quorum is:

- (a) 3 members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting; or
- (b) one tenth of the total membership at the time whichever is the greater.

24.3 The authorised representative of a member organisation shall be counted in the quorum.

## 25. Chairing general meetings

25.1 If:

- a. a quorum is not present within half an hour from the time appointed for the meeting; or
- b. during a meeting a quorum ceases to be present;

the meeting shall be adjourned to such time and place as the Directors shall determine.

- 25.2 The Directors must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.
- 25.3 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present in person or by proxy at that time shall constitute the quorum for that meeting.
- 25.4 General meetings shall be chaired by the person who has been appointed to chair meetings of the Directors.
- 25.5 If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Director nominated by the Directors shall chair the meeting.
- 25.6 If there is only one Director present and willing to act, he or she shall chair the meeting.
- 25.7 If no Director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.
- 25.8 The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- 25.9 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 25.10 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 25.11 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.
26. Attendance and speaking by Directors and non-members
- 26.1 Directors may attend and speak at general meetings.
- 26.2 The Chair of the Meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.

## VOTING AT GENERAL MEETINGS

## 27. Voting: general

27.1. 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.

## 28. Objections

28.1 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.

28.2 Any such objection must be referred to the Chair of the meeting whose decision is final.

## 29. Poll votes

29.1 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.

29.2 A poll may be demanded by:

- a) the Chair of the meeting;
- b) by at least two members present in person or by proxy and having the right to vote at the meeting; or
- c) by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

29.3 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.

- (a) The result of the vote must be recorded in the minutes of the Company but the number or proportion of votes cast need not be recorded

29.4 A demand for a poll may be withdrawn if:

- a) the poll has not yet been taken, and
- b) the Chair of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made

29.4 Polls demanded on the election of a person to be chair must be taken immediately and all other polls must be taken immediately or at such time and

place as the person who is chairing the meeting directs, in any event all polls demanded must be taken within 30 days of the demand.

29.6 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

### 30. Content of proxy notices

30.1 Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which:

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member 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 not less than 48 hours before the time appointed for the holding of the meeting or at adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting to which they relate.

and a proxy notice which is not delivered in such manner shall be invalid unless the directors in their discretion accept the notice at any time before the meeting.

30.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

30.3 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.

30.4 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.

### 31. Delivery of proxy notices

31.1 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.

31.2 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.

31.3 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.

31.4 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.

## 32. Written resolutions

32.1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:

- (a) a copy of the proposed resolution has been sent to every eligible member;
- (b) a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and
- (c) it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.

32.2 A resolution in writing may comprise several copies to which one or more members have signified their agreement.

32.3 In the case of a member that is an organisation, its authorised representative may signify its agreement.

32.4 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 Chair of the meeting may determine), and
- (b) the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution.

32.5 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

- (a) the Chair 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.
- 32.6 If the Chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chair's error does not invalidate the vote on that resolution.

## PART 4

### ADMINISTRATIVE ARRANGEMENTS

#### 33. Means of communication to be used

- 33.1 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.
- 33.2 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.
- 33.3 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.

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

- 34.1 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 member.

#### 35. Provision for employees on cessation of business

- 35.1 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.

#### 36. Audit

- 36.1 Auditors shall be appointed, their remuneration fixed and their duties regulated in accordance with the provisions of the Act and these Articles.

## DIRECTORS' INDEMNITY AND INSURANCE

### 37. Indemnity

37.1 The Company may indemnify a relevant director against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.

37.2 In this article a ‘relevant director’ means any director or former director of the Company or its subsidiaries.

### 38. Insurance

38.1 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.

38.2 In this article—

(a) a “relevant Director” means any Director or former Director of the Company or its subsidiaries ;

(c) a “relevant loss” means any insurable 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 or a subsidiary.

### 39. Change of Company name

39.1 The name of the Company shall be changed by:

- a) a decision of the Directors; and
- b) a special resolution of the members;
- c) or otherwise in accordance with the Companies Acts.

### 40. Notices

40.1 Any notice to be given to or by any person pursuant to the articles:

40.1.1 must be in writing; or

40.1.2 must be given in electronic form.

40.2 The Company may give any notice to a member either:

- a. personally; or
- b. by sending it by post in a prepaid envelope addressed to the member at his or her address; or
- c. by leaving it at the address of the member; or

- d. by giving it in electronic form to the member's address.
- e. by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a Company meeting and must specify the place date and time of the meeting.

40.3 A member who does not register an address with the Company or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Company.

40.4 A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.

40.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

40.6 Proof that an electronic form of notice was given shall be conclusive where the Company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.

40.7 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:

- a. 48 hours after the envelope containing it was posted; or
- b. in the case of an electronic form of communication, 48 hours after it was sent.

#### 41. Minutes

41.1 The Directors must keep minutes of all:

41.1.1 appointments of officers made by the Directors;

41.1.2 proceedings at meetings of the Company;

41.1.3 meetings of the Directors and committees of Directors including:

- (a) the names of the Directors present at the meeting;
- (b) the decisions made at the meetings; and
- (c) where appropriate the reasons for the decisions

#### 42. Disputes

- 42.1 If a dispute arises between members of the Company about the validity or propriety of anything done by the members of the Company under these Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.