



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company No. 7383074

The Registrar of Companies for England and Wales, hereby certifies that

BJA HOMES LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England/Wales

Given at Companies House on **21st September 2010**



N07383074J



Companies House
— for the record —

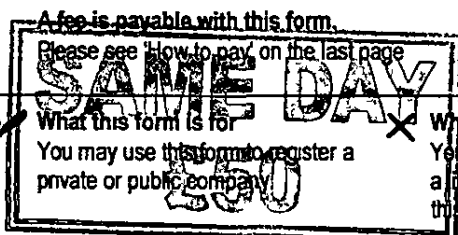


THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

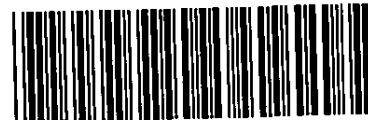
IN01

Application to register a company

Oyez



TUESDAY



A18 *A77ISNL6* 410
21/09/2010
COMPANIES HOUSE

Part 1 Company details

A1	Company details	
	Please show the proposed company name below	
Proposed company name in full 1	BJA Homes Limited	1 Duplicate names Duplicate names are not permitted. A list of registered names can be found on our website. There are various rules that may affect your choice of name. More information is available at www.companieshouse.gov.uk
For official use		

A2	Company name restrictions 2	
	Please tick the box only if the proposed company name contains sensitive or restricted words or expressions that require you to seek comments of a government department or other specified body	2 Company name restrictions A list of sensitive or restricted words or expressions that require consent can be found in guidance available on our website: www.companieshouse.gov.uk
	<input type="checkbox"/> I confirm that the proposed company name contains sensitive or restricted words or expressions and that approval, where appropriate, has been sought of a government department or other specified body and I attach a copy of their response	

A3	Exemption from name ending with 'Limited' or 'Cyfyngedig' 3	
	Please tick the box if you wish to apply for exemption from the requirement to have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative	3 Name ending exemption Only private companies that are limited by guarantee and meet other specific requirements are eligible to apply for this. For more details, please go to our website: www.companieshouse.gov.uk
	<input type="checkbox"/> I confirm that the above proposed company meets the conditions for exemption from the requirement to have a name ending with 'Limited', 'Cyfyngedig' or permitted alternative	

A4	Company type 4	
	Please tick the box that describes the proposed company type and members' liability (only one box must be ticked)	4 Company type If you are unsure of your company's type, please go to our website: www.companieshouse.gov.uk
	<input type="checkbox"/> Public limited by shares <input checked="" type="checkbox"/> Private limited by shares <input type="checkbox"/> Private limited by guarantee <input type="checkbox"/> Private unlimited with share capital <input type="checkbox"/> Private unlimited without share capital	

IN01

Application to register a company

A5

Situation of registered office 1

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales
☐ Wales
☐ Scotland
☐ Northern Ireland

1 Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence.

For England and Wales companies, the address must be in England or Wales

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

A6

Registered office address 2

Please give the registered office address of your company

Building name/number

3

Street

Lonsdale Gardens

Post town

Tunbridge Wells

County/Region

Kent

Postcode

T N 1 1 N X

2 Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

You must provide an address in England or Wales for companies to be registered in England and Wales

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

A7

Articles of association 3

Please choose one option only and tick one box only

Option 1

I wish to adopt one of the following model articles in its entirety Please tick only one box.

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 2

I wish to adopt the following model articles with additional and/or amended provisions I attach a copy of the additional and/or amended provision(s). Please tick only one box.

- ☒ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 3

☐ I wish to adopt entirely bespoke articles I attach a copy of the bespoke articles to this application

3 For details of which company type can adopt which model articles, please go to our website www.companieshouse.gov.uk

A8

Restricted company articles 4

Please tick the box below if the company's articles are restricted

☐

4 Restricted company articles

Restricted company articles are those containing provision for entrenchment. For more details, please go to our website www.companieshouse.gov.uk

IN01

Application to register a company

Part 2**Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1. For a corporate secretary, go to Section C1. For a director who is an individual, go to Section D1. For a corporate director, go to Section E1.

Secretary**Secretary appointments 1**

Please use this section to list all the secretary appointments taken on formation.
For a corporate secretary, complete Sections C1-C5.

Title*	
Full forename(s)	
Surname	
Former name(s) 2	

1 Corporate appointments
For corporate secretary appointments, please complete section C1-C5 instead of section B.

Additional appointments
If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

2 Former name(s)
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**Secretary's service address 3**

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	


3 Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

**Signature 4**

I consent to act as secretary of the proposed company named in Section A1.

Signature	<div style="text-align: center;">   </div>
-----------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

4 Signature
The person named above consents to act as secretary of the proposed company.

IN01

Application to register a company

Corporate secretary



Corporate secretary appointments ¹

Please use this section to list all the corporate secretary appointments taken on formation

Name of corporate body/firm	
Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

¹ Additional appointments

If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page

Registered or principal address
This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number



Location of the registry of the corporate body or firm

Is the corporate secretary registered within the European Economic Area (EEA)?

- ▶ Yes Complete Section C3 only
- ▶ No Complete Section C4 only



EEA companies ²

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/firm is registered ³	
Registration number	

² EEA

A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk

³ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)



Non-EEA companies

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the corporate body or firm	
Governing law	
If applicable, where the company/firm is registered ⁴	
Registration number	

⁴ Non-EEA

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register



Signature ⁵

I consent to act as secretary of the proposed company named in Section A1

Signature	<div>Signature</div> <div>X</div>	<div>X</div>
-----------	-----------------------------------	--------------

⁵ Signature

The person named above consents to act as corporate secretary of the proposed company

IN01

Application to register a company

Director

Director appointments 1.

Please use this section to list all the director appointments taken on formation
For a corporate director, complete Sections E1-E5.

Title*	Mr
Full forename(s)	Stuart Michael
Surname	Howard
Former name(s) 2.	None
Country/State of residence (3)	England
Nationality	British
Date of birth	01 05 1962
Business occupation (if any) (4)	Company Director

- 1 Appointments
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.
- 2 Former name(s)
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.
- 3 Country/State of residence
This is in respect of your usual residential address as stated in section D4.
- 4 Business occupation
If you have a business occupation, please enter here. If you do not, please leave blank.
- Additional appointments
If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

Director's service address 5.


Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	Thomson Snell & Passmore
Street	3, Lonsdale Gardens
Post town	Tunbridge Wells
County/Region	Kent
Postcode	T N 1 1 N X
Country	England

- 5 Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.
- Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.
- If you provide your residential address here it will appear on the public record.

Signature 6.

I consent to act as director of the proposed company named in Section A1.

Signature	Signature X  X
-----------	------------------------------------------------------------------------------------------------------

- 6 Signature
The person named above consents to act as director of the proposed company.

IN01

Application to register a company

Director

Director appointments 1

Please use this section to list all the director appointments taken on formation.
For a corporate director, complete Sections E1-E5.

Title*	Mrs
Full forename(s)	Georgina Jane
Surname	Howard
Former name(s) 2	Mason
Country/State of residence 3	England
Nationality	British
Date of birth	2 4 0 3 1 9 7 6 7
Business occupation (if any) 4	Company Director

- 1 Appointments
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.
- 2 Former name(s)
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.
- 3 Country/State of residence
This is in respect of your usual residential address as stated in Section D4.
- 4 Business occupation
If you have a business occupation, please enter here. If you do not, please leave blank.
- Additional appointments
If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

Director's service address 5

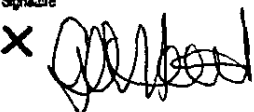
Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	Thomson Snell & Passmore
Street	3, Lonsdale Gardens
Post town	Tunbridge Wells
County/Region	Kent
Postcode	T N 1 1 N X
Country	England

- 5 Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.
- Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.
- If you provide your residential address here it will appear on the public record.

Signature 6

I consent to act as director of the proposed company named in Section A1.

Signature	<div style="display: flex; align-items: center; justify-content: space-between;"> <div>X </div> <div>X</div> </div>
-----------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- 6 Signature
The person named above consents to act as director of the proposed company.

IN01

Application to register a company

Corporate director

E1 Corporate director appointments ¹	
Please use this section to list all the corporate directors taken on formation	
Name of corporate body or firm	
Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	
<p>1 Additional appointments If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page</p> <p>Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number</p>	
E2 Location of the registry of the corporate body or firm	
Is the corporate director registered within the European Economic Area (EEA)?	
<p>► Yes Complete Section E3 only</p> <p>► No Complete Section E4 only</p>	
E3 EEA companies ²	
Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register	
Where the company/firm is registered ³	
Registration number	
<p>2 EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk</p> <p>3 This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)</p>	
E4 Non-EEA companies	
Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register	
Legal form of the corporate body or firm	
Governing law	
If applicable, where the company/firm is registered ⁴	
If applicable, the registration number	
<p>4 Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register</p>	
E5 Signature ⁵	
I consent to act as director of the proposed company named in Section A1.	
Signature	<p>Signature</p> <p>✕</p> <p>✕</p>
<p>5 Signature The person named above consents to act as corporate director of the proposed company</p>	

IN01

Application to register a company

Part 3

Statement of capital

Does your company have share capital?

- Yes Complete the sections below
- No Go to Part 4 (Statement of guarantee).



Share capital in pound sterling (£)

Please complete the table below to show each class of shares held in pound sterling
If all your issued capital is in sterling, only complete Section F1 and then go to Section F4

Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share 1	Amount (if any) unpaid on each share 1	Number of shares 2	Aggregate nominal value 3
Ordinary	£1 00	NIL	1000	£ 1000 00
				£
				£
				£
Totals			1000	£ 1000 00



Share capital in other currencies

Please complete the table below to show any class of shares held in other currencies
Please complete a separate table for each currency

Currency				
Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share 1	Amount (if any) unpaid on each share 1	Number of shares 2	Aggregate nominal value 3
Totals				

Currency				
Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share 1	Amount (if any) unpaid on each share 1	Number of shares 2	Aggregate nominal value 3
Totals				



Totals

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares

Total aggregate
nominal value 4

4 Total aggregate nominal value
Please list total aggregate values in
different currencies separately. For
example: £100 + € 100 + \$10 etc.

1 Including both the nominal value and any
share premium

3 Number of shares issued multiplied by
nominal value of each share.

Continuation Pages
Please use a Statement of Capital continuation
page if necessary

2 Total number of issued shares in this class

IN01

Application to register a company

Statement of capital (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Sections F1 and F2

Class of share

Ordinary shares

Prescribed particulars
1

Subject to the provisions of Companies Act 2006

(a) on a show of hands at a general meeting each holder of ordinary shares present (whether in person, by proxy or (that holder being a company) by duly authorised representative) shall have one vote and on a poll every holder of ordinary shares shall have one vote for each ordinary share which that holder holds,

(b) holders of ordinary shares have the right to participate in any dividend or other distribution of profits by the company in proportion to the number of ordinary shares held by them respectively,

(c) on a return of capital on a liquidation or otherwise the surplus assets of the company remaining after payment of its liabilities shall belong to and be distributed pro rata to the holders of the ordinary shares,

(d) the ordinary shares are not redeemable

1 Prescribed particulars of rights attached to shares

The particulars are

- a. particulars of any voting rights, including rights that arise only in certain circumstances,
- b. particulars of any rights, as respects dividends, to participate in a distribution,
- c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

Continuation pages

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

IN01

Application to register a company

Class of share		
Prescribed particulars 1		<p>1 Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none">a. particulars of any voting rights, including rights that arise only in certain circumstances,b. particulars of any rights, as respects dividends, to participate in a distribution,c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); andd. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p> <p>Continuation pages</p> <p>Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p>

IN01

Application to register a company



Initial shareholdings

This section should only be completed by companies incorporating with share capital
Please complete the details below for each subscriber

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address

Initial shareholdings
Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name Stuart Michael Howard	Ordinary	500	Sterling	£1 00	NIL	£500
Address Vines, Vine Lane, Hildenborough, Kent, TN11 9LT						
Name Georgina Jane Howard	Ordinary	500	Sterling	£1 00	NIL	£500
Address Vines, Vine Lane, Hildenborough, Kent, TN11 9LT						
Name						
Address						
Name						
Address						
Name						
Address						

IN01

Application to register a company

Part 4**Statement of guarantee**

Is your company limited by guarantee?

- ▶ **Yes** Complete the sections below
- ▶ **No** Go to **Part 5** (Statement of compliance)

**Subscribers**

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for

- payment of debts and liabilities of the company contracted before I cease to be a member;
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below

1 Name

Please use capital letters.

2 Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

3 Amount guaranteed

Any valid currency is permitted.

Continuation pages

Please use a 'Subscribers' continuation page if necessary.

Subscriber's details

Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

Subscriber's details

Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

Subscriber's details

Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

IN01

Application to register a company

Subscriber's details	
Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

Subscriber's details	
Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

Subscriber's details	
Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

Subscriber's details	
Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

Subscriber's details	
Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

1 Name

Please use capital letters

2 Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

3 Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

IN01

Application to register a company

Part 5

Statement of compliance

This section must be completed by all companies

Is the application by an agent on behalf of all the subscribers?

- ▶ No Go to Section H1 (Statement of compliance delivered by the subscribers)
- ▶ Yes Go to Section H2 (Statement of compliance delivered by an agent)


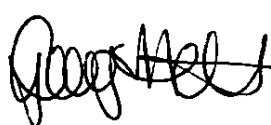


Statement of compliance delivered by the subscribers

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with

1 Statement of compliance delivered by the subscribers
Every subscriber to the memorandum of association must sign the statement of compliance.

Subscriber's signature	Signature X  X
Subscriber's signature	Signature X  X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X

IN01

Application to register a company

Subscriber's signature	Signature X	X	Continuation pages Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	


2**Statement of compliance delivered by an agent**


Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association


Agent's name		
Building name/number		
Street		
Post town		
County/Region		
Postcode		
Country		
I confirm that the requirements of the Companies Act 2006 as to registration have been complied with		
Agent's signature	Signature X	X


IN01


Application to register a company


	Presenter information
You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.	
Contact name	Fiona Dott
Company name	Thomson Snell & Passmore
Address	
3 Lonsdale Gardens	
Tunbridge Wells	
Kent	
Post town	
County/Region	
Postcode	T N 1 1 N X
Country	
DX 3914 Tunbridge Wells 1	
Telephone 01892 510000	

	Certificate
We will send your certificate to the presenters address (shown above) or if indicated to another address shown below	
<input type="checkbox"/> At the registered office address (Given in Section A6) <input type="checkbox"/> At the agents address (Given in Section H2)	

	Checklist
We may return forms completed incorrectly or with information missing	
Please make sure you have remembered the following:	
<input type="checkbox"/> You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website. <input type="checkbox"/> If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent. <input type="checkbox"/> You have used the correct appointment sections. <input type="checkbox"/> Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number. <input type="checkbox"/> The document has been signed, where indicated. <input type="checkbox"/> All relevant attachments have been included. <input type="checkbox"/> You have enclosed the Memorandum of Association. <input type="checkbox"/> You have enclosed the correct fee.	

	Important information
Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses.	

	How to pay
A fee of £20 is payable to Companies House to register a company.	
Make cheques or postal orders payable to 'Companies House'.	


	Where to send
You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:	

For companies registered in England and Wales:
 The Registrar of Companies, Companies House,
 Crown Way, Cardiff, Wales, CF14 3UZ
 DX 33050 Cardiff

For companies registered in Scotland
 The Registrar of Companies, Companies House,
 Fourth floor, Edinburgh Quay 2,
 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
 DX ED235 Edinburgh 1
 or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
 The Registrar of Companies, Companies House,
 Second Floor, The Linenhall, 32-38 Linenhall Street,
 Belfast, Northern Ireland, BT2 8BG
 DX 481 N R. Belfast 1

Section 243 exemption
 If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below:
 The Registrar of Companies, PO Box 4082,
 Cardiff, CF14 3WE

	Further information
For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk	
This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk	

The Companies Act 2006

COMPANY HAVING A SHARE CAPITAL

Memorandum of Association

OF

BJA HOMES LIMITED

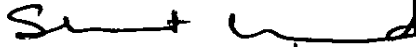

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share

Names of subscriber

Stuart Michael Howard

Georgina Jane Howard

Authentication of each subscriber

Dated.

9th September

2010

THE COMPANIES ACTS 1985 AND 1989
AND THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
BJA HOMES LIMITED

INTRODUCTION

1 Interpretation

1 1 In these Articles, unless the context otherwise requires

Act: means the Companies Act 2006,

Articles: means the company's articles of association for the time being in force,

business day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

Deemed Transfer Notice: means a Transfer Notice deemed to be given under any provision of these Articles,

eligible director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter),

Model Articles: means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (S/ 2008/3229) as amended prior to the date of adoption of these Articles,

Representatives: means, in relation to a member, any person or persons who have become entitled to his shares in consequence of his death, bankruptcy or mental incapacity, and

Transfer Notice: means a notice given by a member proposing to transfer all or part of his holding of shares (as the case may be) and includes, where the context admits, a Deemed Transfer Notice

1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles

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, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- 1 5 1 any subordinate legislation from time to time made under it, and
- 1 5 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 6 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 7 The Model Articles shall apply to the company, except in so far as they are modified or excluded by these Articles
- 1 8 Articles 8(3), 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 26(5), 52 and 53 of the Model Articles shall not apply to the company

DIRECTORS

2 Quorum for directors' meetings

- 2 1 Subject to article 2 2, the quorum for the transaction of business at a meeting of directors is any one eligible director
- 2 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 5 to authorise a director's conflict, if there are less than three eligible directors in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be such number of eligible directors
- 2 3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision
- 2 3 1 to appoint further directors, or
- 2 3 2 to call a general meeting so as to enable the shareholders to appoint further directors

3 Casting vote

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote

4 Transactions or other arrangements with the company

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance

with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company

- 4 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested,
- 4 1 2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested,
- 4 1 3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested,
- 4 1 4 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
- 4 1 5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested, and
- 4 1 6 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

5 **Directors' conflicts of interest**

- 5 1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**)
- 5 2 Any authorisation under this article 5 will be effective only if
 - 5 2 1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
 - 5 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and

- 5 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted
- 5 3 Any authorisation of a Conflict under this article 5 may (whether at the time of giving the authorisation or subsequently)
- 5 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
- 5 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
- 5 3 3 provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict,
- 5 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
- 5 3 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the company) information that is confidential to a third party, he will not be obliged to disclose that information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence, and
- 5 3 6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters
- 5 4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict
- 5 5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation
- 5 6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

6 Number of directors

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one

7 Appointment of directors

In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director

8 Appointment and removal of alternate directors

8 1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

8 1 1 exercise that director's powers, and

8 1 2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor

8 2 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

8 3 The notice must

8 3 1 identify the proposed alternate, and

8 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

9 Rights and responsibilities of alternate directors

9 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor

9 2 Except as these Articles specify otherwise, alternate directors

9 2 1 are deemed for all purposes to be directors,

9 2 2 are liable for their own acts and omissions,

9 2 3 are subject to the same restrictions as their appointors, and

9 2 4 are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member

9 3 A person who is an alternate director but not a director

9 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),

9 3 2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and

9 3 3 shall not be counted as more than one director for the purposes of articles 9 3 1 and 9 3 2

9 4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present

9 5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

10 Termination of alternate directorship

An alternate director's appointment as an alternate terminates

10 1 1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,

10 1 2 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 appointment as a director,

10 1 3 on the death of the alternate's appointor, or

10 1 4 when the alternate's appointor's appointment as a director terminates

SHARES

11 Transfer of shares

11 1 No member shall dispose of any interest in, or right attaching to, or renounce or assign any right to receive or subscribe for any share (save as may be required in

pursuance of his obligations under these Articles) or create or permit to exist any charge, lien, encumbrance or trust over any share or agree (whether subject to any condition precedent, condition subsequent or otherwise) to do any of such things except in accordance with these Articles

11 2 If a member at any time commits a breach of article 11 1 in relation to any share he shall be deemed immediately prior to such breach to have given a Transfer Notice in respect of such share and must comply with the provisions of article 12

11 3 Relevant Event

11 3 1 In this article a **Relevant Event** means, in relation to a member

- (a) such member being adjudicated bankrupt, or
- (b) such member dying, or
- (c) the happening of any such event as is referred to in paragraph (e) of article 18 of the Model Articles in relation to such member

11 3 2 Upon the happening of any Relevant Event, the member in question shall be deemed to have immediately given a Transfer Notice in respect of all the shares as shall then be registered in the name of such member

11 3 3 If the Relevant Event shall be the death or bankruptcy of a member and if any of the shares which are offered pursuant to the Deemed Transfer Notice shall not be sold to the members (the **Unsold Shares**), after the expiration of the period during which the Unsold Shares might have been purchased by a member or members pursuant thereto, the Representatives of the member in question shall be entitled to elect at any time before the shares are disposed of by them to be registered themselves as the holders of the Unsold Shares (but so that such election shall not give rise to any obligation to serve a Transfer Notice in respect of the Unsold Shares)

11 4 Where a Transfer Notice in respect of any share is deemed to have been given under any provision of these Articles and the circumstances are such that the directors (as a whole) are unaware of the facts giving rise to the same, such Transfer Notice shall be deemed to have been received by the directors on the date on which the directors (as a whole) actually become aware of such facts and the provisions of article 12 shall apply accordingly

11 5 A Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition (as defined in article 12) and shall not be revocable

11 6 If a member or any of his Representatives becomes aware of any event which is deemed to give rise to an obligation to serve a Transfer Notice, he shall forthwith give written notice thereof to the directors

12 Pre-emption rights

12 1 Transfer Notice

12 1 1 No share shall be transferred until the following conditions of this article 12 are complied with

12 1 2 Any member proposing to transfer any shares (the **Proposing Transferor**) shall give a Transfer Notice in writing to the directors that the Proposing Transferor desires to transfer such shares. In the Transfer Notice, the Proposing Transferor shall specify

(a) the number of shares which the Proposing Transferor wishes to transfer (the **Transfer Shares**) (which may be all or part only of the shares then held by the Proposing Transferor), and

(b) whether or not the Proposing Transferor has received an offer from a third party for the Transfer Shares and, if so, the identity of such third party and the price offered for the Transfer Shares

12 1 3 A Transfer Notice shall also state whether the Proposing Transferor wishes to impose a Total Transfer Condition (meaning a condition that unless all of the Transfer Shares are sold pursuant to the following provisions of this article, none shall be so sold), but in the absence of such a statement, the Transfer Notice shall be deemed not to contain a Total Transfer Condition. Any two or more members shall be entitled to serve a joint Transfer Notice (meaning a notice signed by each of them specifying the shares which they wish together to transfer) containing a Total Transfer Condition and such notice shall for all the purposes of this article take effect as if it were a single Transfer Notice and the Total Transfer Condition related to all the shares the subject of the joint Transfer Notice, but the obligations of those members thereunder or in respect thereof shall be several only in proportion to the number of Transfer Shares which they hold respectively

12 1 4 The Transfer Notice shall constitute the Company (acting by its board of directors) as the agent of the Proposing Transferor empowered to sell the Transfer Shares (together with all rights attaching thereto at the date of the Transfer Notice or at any time thereafter) at the Transfer Price (as hereinafter defined) on the terms of this article. Once given, a Transfer Notice may not be revoked save with the prior written consent of all the other members or in accordance with article 12 7. If a Proposing Transferor revokes a Transfer Notice, he may not subsequently transfer the shares the subject of the Transfer Notice (or any interest therein) otherwise than in accordance with these Articles

12 2 Within seven days after the receipt of any Transfer Notice, the directors shall serve a copy of that Transfer Notice on all the members other than the Proposing Transferor. In the case of a Deemed Transfer Notice, the directors shall similarly serve notice on all the members (including the Proposing Transferor), notifying

them that the same has been deemed to have been given, within 1 month after (i) the date of the event giving rise to the Deemed Transfer Notice, or (ii) (if later) the date on which the directors (as a whole) actually became aware of such event

12 3 Subject as provided otherwise in these Articles the Transfer Shares shall be offered for purchase (as hereinafter provided) at a price per Transfer Share (the **Transfer Price**) determined in accordance with article 12 4

12 4 The Transfer Price shall be such price as shall be agreed in writing between the Proposing Transferor and the board of directors of the Company or in the absence of such agreement (whether by reason of disagreement, absence, death or otherwise) within 21 days after the service of notices pursuant to article 12 2 the Transfer Price will be the open market value of such shares, as determined in accordance with article 12 5

12 5 The open market value of the Transfer Shares shall be determined by an independent chartered accountant of not less than ten years' standing (the **Expert**), who shall be nominated by agreement between all the members or, failing such nomination, within 14 days after the request of any member to the others therefor, nominated at the request of any member by the President from time to time of the Institute of Chartered Accountants in England and Wales The Expert shall act as an expert and not as an arbitrator and his written determination shall be final and binding on the members The Expert will determine the open market value of the Transfer Shares as at the date of the Transfer Notice on the following assumptions and bases

12 5 1 valuing the Transfer Shares as on an arm's length sale between a willing vendor and a willing purchaser,

12 5 2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,

12 5 3 that the Transfer Shares are capable of being transferred without restriction, and

12 5 4 valuing the Transfer Shares as a rateable proportion of the total market value of all the issued shares in the capital of the Company without any premium or discount being attributable to whether the Transfer Shares represent a majority or minority of the total number of issued shares

If any difficulty shall arise in applying any of the foregoing assumptions or bases, such difficulty shall be resolved by the Expert in such manner as he shall in his absolute discretion think fit

The Transfer Price shall be a sum equal to the open market value of the Transfer Shares determined as aforesaid, divided by the number of Transfer Shares The Company will use all reasonable endeavours to procure that the Expert determines the Transfer Price within 21 days of being requested so to do

12 6 If the determination of the Transfer Price is referred to the Expert, the date of determination of the Transfer Price (the **Determination Date**) shall be the date on

which the directors receive the Expert's determination of the Transfer Price in writing. If the Transfer Price is determined by written agreement between all the members as aforesaid, the Determination Date shall be the date on which such agreement is made.

- 12.7 Where the Expert has determined the Transfer Price as aforesaid, the Proposing Transferor shall be entitled, if the Transfer Price is not acceptable to him, (save as otherwise provided in these Articles) to revoke the Transfer Notice by giving notice in writing to the directors that he does so within a period of 14 days after the Determination Date (such period being herein referred to as the **Withdrawal Period**).
- 12.8 The costs and expenses of the Expert in determining the Transfer Price and of his appointment shall be borne as to one half by the Proposing Transferor and as to the other half by the purchasers (as hereinafter defined) pro rata according to the number of Transfer Shares purchased by them unless (a) the Proposing Transferor shall revoke the Transfer Notice pursuant to article 12.7, or (b) none of the Transfer Shares are purchased pursuant to articles 12.9 or 12.11, in either of which events the Proposing Transferor shall pay all of such costs and expenses.
- 12.9 Within 7 days after the Determination Date or, if the Transfer Notice is capable of being revoked, within 7 days after the expiry of the Withdrawal Period, the directors shall determine whether the Company is capable of purchasing any or all of the Transfer Shares at the Transfer Price and, if so, whether the directors are willing for the Company to purchase any or all of the Transfer Shares at the Transfer Price (any such Transfer Shares being **Buy-Back Shares**). Any Transfer Shares which are not Buy-Back Shares shall be offered by the directors for purchase at the Transfer Price to the members (other than the Proposing Transferor) in proportion to the number of shares then held by them respectively. Every such offer shall be made in writing and shall specify (a) the total number of Transfer Shares which are not Buy-Back Shares, (b) the number of Transfer Shares offered to the member (**Pro Rata Entitlement**), (c) whether or not the Transfer Notice contained a Total Transfer Condition, and (d) a period (being not less than 14 days and not more than 21 days) within which the offer must be accepted or shall lapse, and shall be accompanied by a form of application for use by the member in applying for his Pro Rata Entitlement and for any shares in excess of such entitlement which he wishes to purchase.

Upon the expiry of the said offer period, the directors shall allocate the Transfer Shares in the following manner:

- 12.9.1 to the Company, the Buy-Back Shares (if any),
- 12.9.2 to each member who has agreed to purchase shares, his Pro Rata Entitlement or such lesser number of Transfer Shares for which he may have applied,
- 12.9.3 if any member has applied for less than his Pro Rata Entitlement, the excess shall be allocated to the members who have applied for any part of such excess in proportion to the number of shares then held by them.

respectively (but without allocating to any member a greater number of Transfer Shares than the maximum number applied for by him) and any remaining excess shall be apportioned by applying this article 12 9 without taking account of any member whose application has already been satisfied in full

- 12 10 If any of the Transfer Shares shall not be capable of being offered or allocated as aforesaid without involving fractions, the same shall be offered to or allocated amongst the members, or some of them, in such proportions as may be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the directors shall think fit
- 12 11 If the Transfer Notice in question contained a Total Transfer Condition, no offer of Transfer Shares made by the directors pursuant to this article shall be capable of acceptance until all of the Transfer Shares shall have been accepted by the Company or the members (or any of them) If by the foregoing procedure the directors shall not receive acceptances in respect of all the Transfer Shares within the period(s) of the aforesaid offer(s), they shall forthwith give notice in writing of that fact to the Proposing Transferor and none of the Transfer Shares will be sold to the members (except as mentioned below) pursuant to this article The Proposing Transferor may within a period of 3 months after the date of the directors' said notice sell all (but not some only) of the Transfer Shares to any person or persons (including any member) at any price per Transfer Share which is not less than the Transfer Price (after deducting, where appropriate, any net dividend or other distribution to be retained by the Proposing Transferor)
- 12 12 If, by the foregoing procedure, the directors shall receive acceptances in respect of all of the Transfer Shares, the directors shall forthwith give notice in writing as hereinafter mentioned to the Proposing Transferor and to each member who has agreed to purchase the same (**a purchaser**, provided that, if there are any Buy-Back Shares, the Company shall also be **a purchaser**) and the Proposing Transferor shall thereupon become bound upon payment of the Transfer Price to the Proposing Transferor (whose receipt shall be a good discharge to the purchaser, the Company and the directors therefor, none of whom shall be bound to see to the application thereof) to transfer to each purchaser those Transfer Shares accepted by him Every such notice shall state the name and address of each purchaser, the number of Transfer Shares agreed to be purchased by him and the place and time appointed by the directors for the completion of the purchase (being not less than 7 days nor more than 28 days after the date of the said notice and not being at a place outside England) Subject to the giving of such notice, the purchase shall be completed at the time and place appointed by the directors
- 12 13 If the Transfer Notice in question did not contain a Total Transfer Condition and if by the foregoing procedure the directors shall receive acceptances in respect of none or part only of the Transfer Shares within the period(s) of the aforesaid offer(s), they shall forthwith give notice in writing of that fact to the Proposing Transferor, and the Proposing Transferor
- 12 13 1 shall thereupon become bound upon payment of the Transfer Price to transfer to each purchaser (if any) those Transfer Shares accepted by him

and the provisions of article 12 12 shall apply mutatis mutandis thereto, and

- 12 13 2 may within a period of 3 months after the date of the directors' said notice sell all or any of those Transfer Shares which have not been accepted as aforesaid to any person or persons (including any member) at any price per Transfer Share which is not less than the Transfer Price (after deducting, where appropriate, the amount of any net dividend or other distribution to be retained by the Proposing Transferor)
- 12 14 If a Proposing Transferor, having become bound to transfer any Transfer Shares pursuant to this article, makes default in transferring the same, the directors may authorise some person (who is (as security for the performance of the Proposing Transferor's obligations) hereby irrevocably and unconditionally appointed as the attorney of the Proposing Transferor for the purpose) to execute the necessary instrument of transfer of such Transfer Shares and may deliver it on his behalf and the Company may receive the purchase money and shall thereupon (subject to such instrument being duly stamped with any necessary stamp duty) cause the purchaser to be registered as the holder of such Transfer Shares and shall hold such purchase money on behalf of the Proposing Transferor. The Company shall not be bound to earn or pay interest on any money so held and shall not pay such money to the Proposing Transferor until he shall have delivered his share certificates (or an appropriate indemnity in respect of any lost certificates) to the Company. The receipt of the Company for such purchase money shall be a good discharge to the purchaser, who shall not be bound to see to the application thereof, and after the name of the purchaser has been entered in the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person
- 12 15 The directors may require to be satisfied that any shares being transferred by the Proposing Transferor pursuant to either article 12 11 or 12 13 2 are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer and if not so satisfied, may refuse to register the instrument of transfer
- 12 16 An obligation to transfer a share under the provisions of this article shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance
- 12 17 The provisions of this article may be waived in whole or in part in any particular case with the prior written consent of all the members
- 12 18 If, under any of the provisions of this article, any members become jointly and severally liable to complete the purchase of any Transfer Shares in place of any nominated purchaser, as between such members each of them shall purchase such number thereof as shall bear to the total number of Transfer Shares in question the same proportion as the number of shares held by such member at the date of the relevant nomination bore to the total number of shares then held by all such members

ADMINISTRATIVE ARRANGEMENTS

13 Indemnity

13 1 Subject to article 13 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

13 1 1 each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer

(a) in the actual or purported execution and/or discharge of his duties, or in relation to them, and

(b) in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs, and

13 1 2 the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 13 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

13 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

13 3 In this article

13 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

13 3 2 a **relevant officer** means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

14 **Insurance**

14 1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss

14 2 In this article

14 2 1 a **relevant officer** means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor),

14 2 2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and

14 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate