

FILE COPY



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

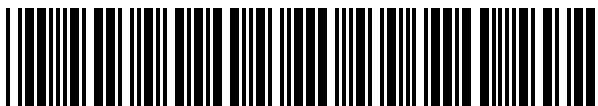
Company Number **14613876**

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

ANDREW TRUSTEES LTD

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

Given at Companies House, Cardiff, on **24th January 2023**



N14613876N



Companies House



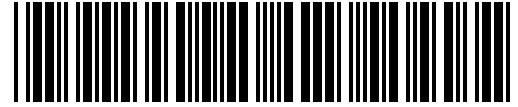
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **23/01/2023**

XBVTQCSI

Company Name in full:

ANDREW TRUSTEES LTD

Company Type:

Private company limited by guarantee

Situation of Registered Office:

England and Wales

Proposed Registered Office Address:

**FOOT ANSTEY SECRETARIAL LIMITED 3RD FLOOR
2 GLASS WHARF
BRISTOL
UNITED KINGDOM BS2 0EL**

Sic Codes:

96090

I wish to partially adopt the following model articles:

Private (Ltd by Guarantee)

Proposed Officers

Company Director 1

Type: **Person**

Full Forename(s): **ANDREW GEOFFREY**

Surname: **LAY**

Service Address: **recorded as Company's registered office**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/07/1953** *Nationality:* **BRITISH**

Occupation: **FARMER**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type: **Person**

Full Forename(s): **JANE ELIZABETH**

Surname: **LAY**

Service Address: **recorded as Company's registered office**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/03/1956** *Nationality:* **BRITISH**

Occupation: **FARMER**

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type:	Person
Full Forename(s):	JESSICA JANE
Surname:	WATSON
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/04/1983** *Nationality:* **BRITISH**
Occupation: **NURSERY NURSE**

The subscribers confirm that the person named has consented to act as a director.

Company Director 4

Type:	Person
Full Forename(s):	KATHERINE ELIZABETH
Surname:	BUMPASS
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/05/1984** *Nationality:* **BRITISH**
Occupation: **HOUSEWIFE**

The subscribers confirm that the person named has consented to act as a director.

Company Director 5

Type: **Person**

Full Forename(s): **CHARLOTTE MOLLY**

Surname: **HOAD**

Service Address: **recorded as Company's registered office**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/05/1986** *Nationality:* **BRITISH**

Occupation: **FARM ENVIRONMENT ADVISOR**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Guarantee

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:

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

Name: **ANDREW GEOFFREY LAY**

Address **FOOT ANSTEY SECRETARIAL LIMITED 3RD FLOOR
2 GLASS WHARF
BRISTOL
UNITED KINGDOM
BS2 0EL**

Amount Guaranteed **£1.00**

Name: **JANE ELIZABETH LAY**

Address **FOOT ANSTEY SECRETARIAL LIMITED 3RD FLOOR
2 GLASS WHARF
BRISTOL
UNITED KINGDOM
BS2 0EL**

Amount Guaranteed **£1.00**

Name: **JESSICA JANE WATSON**

Address **FOOT ANSTEY SECRETARIAL LIMITED 3RD FLOOR
2 GLASS WHARF
BRISTOL
UNITED KINGDOM
BS2 0EL**

Amount Guaranteed **£1.00**

Name: **KATHERINE ELIZABETH BUMPASS**

Address **FOOT ANSTEY SECRETARIAL LIMITED 3RD FLOOR
2 GLASS WHARF
BRISTOL
UNITED KINGDOM
BS2 0EL**

Amount Guaranteed **£1.00**

Name: **CHARLOTTE MOLLY HOAD**

Address **FOOT ANSTEY SECRETARIAL LIMITED 3RD FLOOR
2 GLASS WHARF**

**BRISTOL
UNITED KINGDOM
BS2 0EL**

Amount Guaranteed **£1.00**

Statement of Compliance

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

<i>Name:</i>	ANDREW GEOFFREY LAY
<i>Authenticated</i>	YES
<i>Name:</i>	JANE ELIZABETH LAY
<i>Authenticated</i>	YES
<i>Name:</i>	JESSICA JANE WATSON
<i>Authenticated</i>	YES
<i>Name:</i>	KATHERINE ELIZABETH BUMPASS
<i>Authenticated</i>	YES
<i>Name:</i>	CHARLOTTE MOLLY HOAD
<i>Authenticated</i>	YES

Authorisation

<i>Authoriser Designation:</i>	subscriber	<i>Authenticated</i>	YES
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COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of ANDREW TRUSTEES LTD

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.

Name of each subscriber	Authentication
ANDREW GEOFFREY LAY	Authenticated Electronically
JANE ELIZABETH LAY	Authenticated Electronically
JESSICA JANE WATSON	Authenticated Electronically
KATHERINE ELIZABETH BUMPASS	Authenticated Electronically
CHARLOTTE MOLLY HOAD	Authenticated Electronically

Dated: 23/01/2023

The CA 2006
Private Company Limited by Guarantee
ARTICLES OF ASSOCIATION
of
Andrew Trustees LTD
(the "**Company**")

INTERPRETATION AND LIMITATION OF LIABILITY

1 DEFINED TERMS

1.1 In the articles, unless the context requires otherwise:

"**appointor**" has the meaning given to that term in article 25.1;

"**articles**" means the Company's articles of association for the time being in force;

"**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;

"**CA 2006**" means the Companies Act 2006;

"**chairperson**" has the meaning given to that term in article 15.2;

"**chairperson of the meeting**" has the meaning given to that term in article 35;

"**clear days**" means (in relation to the period of a notice) that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"**Companies Acts**" means the Companies Acts (as defined in section 2 of the CA 2006), in so far as they apply to the Company;

"**corporate representative**" has the meaning given to that term in article 43;

"**deadlock**" has the meaning given to that term in article 46;

"**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 to that term in section 1168 of the CA 2006;

"**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);

"hard copy form" has the meaning given to that term in section 1168 of the CA 2006;

"instrument" means a document in hard copy form;

"member" has the meaning given to that term in section 112 of the CA 2006;

"Model Articles" means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these Articles;

"ordinary resolution" has the meaning given to that term in section 282 of the CA 2006;

"participate" in relation to a directors' meeting, has the meaning given to that term in article

"proxy notice" has the meaning given to that term in article 41.2;

"proxy notification address" has the meaning given to that term in article 42.1;

"relevant officer" has the meaning given to that term in articles 51.3(b) or 52.2(a), as the case may be;

"relevant loss" has the meaning given to that term in article 52.2(b);

"special resolution" has the meaning given to that term in section 283 of the CA 2006;

"subsidiary" has the meaning given to that term in section 1159 of the CA 2006;

"United Kingdom" means Great Britain and Northern Ireland; and

"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 Words or expressions defined in the Model Articles and words or expressions defined in the Companies Acts shall bear the same meaning in these articles unless the context otherwise requires.
- 1.3 A reference in these articles to an article is a reference to the relevant article of these articles unless expressly provided otherwise.
- 1.4 Any reference to a statutory provision shall be deemed to include a reference to any re-enactment or modification thereof for the time being in force.
- 1.5 Use of the singular includes the plural and vice versa.
- 1.6 Use of any gender includes the other genders.
- 1.7 Any phrase introduced by the terms including, include, in particular or any similar expression is illustrative only and does not limit the sense of the words preceding those terms.
- 1.8 Headings shall not affect the interpretation of these articles.
- 1.9 No regulations set out in any statute or in any statutory instrument or other subordinate legislation concerning companies including but not limited to the Model Articles, shall apply to the Company, but the following shall be the articles of association of the Company.

BECOMING AND CEASING TO BE A MEMBER AND MEMBERS LIABILITY

2 APPLICATIONS FOR MEMBERSHIP

- 2.1 The Company may have a sole member.
- 2.2 No person shall become a member of the Company unless:
- (a) that person shall have delivered to the Company an application for membership in a form approved by the directors; and
 - (b) the existing member (if the Company shall have a sole member) or each existing member of the Company shall have approved the application in writing.

3 TERMINATION OF MEMBERSHIP

- 3.1 Except in circumstances where the Company only has one member for the time being a member may withdraw from membership of the Company by giving seven days' notice to the Company in writing.
- 3.2 Membership is not transferable.
- 3.3 Subject to article 3.1, a person's membership terminates when that person dies or ceases to exist.

4 LIABILITY OF MEMBERS

The liability of each member is limited to £1.00, being the amount that each member undertakes to contribute to the assets of the Company in the event of it 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.

STATEMENT OF OBJECTS

5 OBJECTS

- 5.1 The objects for which the Company is established are:
- (a) To undertake fiduciary offices and duties of all kinds and in particular to act either alone or with any other person or persons (corporate or individual) as executor of any will, codicil and other testamentary disposition, as administrator of the estate of any deceased person, as trustee or custodian trustee of any charitable, private and other trust whether created by statute, settlement, will, codicil, the laws of intestacy, oral or written declaration or otherwise, and as nominee or agent or attorney of any person or persons;
 - (b) To give any bond or other security that may be required by law or customarily given in practice under the law of any country or jurisdiction in connection with the Company in any case assuming or holding office as such executor, administrator, trustee, custodian trustee, nominee or agent or attorney as aforesaid, or undertaking any other fiduciary office or duties;

- (c) To exercise any trusts, powers or discretions exercisable in connection with any such office or duty as aforesaid and to take or join in taking any proceedings necessary or which the Company may deem to be expedient in connection therewith;
- (d) To renounce probate of any will or codicil, disclaim any trust, retire from any trusteeship, and to exercise any authority vested in it by any means whatsoever enabling it to appoint new or additional trustees or renounce any such appointments;
- (e) To give as trustee valid and effective indemnities to any other person or persons (whether individual or corporate) being a trustee or former trustee of any settlement or other trust of which the Company is or becomes a trustee from and against all costs, claims, demands, actions, proceedings, accounts, taxes, duties, impositions and other liabilities of any kind (whether of a fiscal nature or otherwise) arising in any part of the world which are or may be or will or may become payable out of the capital or income of the trust funds of such settlements or other trusts and all or any costs and expenses consequent thereon in respect of any act or thing done or omitted to be done by such trustee or former trustee or any predecessor of his as such trustee in execution or purported execution or management or administration of the said settlements or other trusts and of their respective trust funds other than and except only actions arising from any fraud or fraudulent breach of trust to which such trustee or former trustee (or in the case of a corporate trustee any of its officers) was a party or privy and to recover from such trustee or former trustee property of the said settlements or other trusts or the proceeds of such property in the possession of such trustee or former trustee (or in the case of a corporate trustee any of its officers) and converted to him or its use or damages in respect of such conversion
- (f) For the purposes aforesaid alone or with others (and whether for the Company's own benefit or as such executor, administrator, trustee, custodian trustee, nominee or agent or attorney as aforesaid or in any other fiduciary capacity) to acquire, hold, deal with, manage, direct the management of, exploit, buy, sell, exchange, mortgage, charge, lease, dispose of, or grant any estate, right or interest in over or upon any real or personal property of any kind whatsoever (whether moveable or immovable and whether tangible or intangible and including contingent or reversionary interests in property) wherever in the world the same may be situated, and to undertake and carry on in any part of the world any business undertaking or transaction;
- (g) To borrow and raise money and accept money on deposit and to secure or discharge any debt or obligation in any manner and in particular (without prejudice to the generality of the foregoing) by mortgages of or charges upon all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or upon any property of any kind vested in the Company in any capacity or by the creation and issue of securities PROVIDED THAT where the Company is acting in any capacity referred to in article 5.1(a) this article 5.1(g) is without prejudice to any restrictions or consents imposed or required pursuant to the trusts or other terms (whether express or implied by the general law) applicable to such capacity in the particular case;
- (h) To establish branches and agencies in any part of the world and to regulate and discontinue the same;
- (i) To act as agents and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others;
- (j) To cease carrying on or wind up any business or activity of the Company, and to cancel any registration of and to wind up or procure the dissolution of the Company in any state or territory;
- (k) To carry on business as a general commercial company;

- (l) To undertake any other activity whatsoever which can, in the opinion of the Company, be advantageously carried on by the Company in connection with or ancillary to any of the general business of the Company or is calculated directly to benefit the Company or is required by any persons dealing with the Company;
- (m) To do all or any of the matters hereby authorised in any part of the world and either alone or in conjunction with, or as factors, trustees or agents for, any other companies or persons, or by or through any factors, trustees or agents; and
- (n) Generally to do all such other things as may appear to the Company to be incidental or conducive to the attainment of the above objects or any of them;

AND so that

- (o) None of the objects set forth in any part of this article shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or interference from any other object or objects set forth in such article, or by reference to or inference from the terms of any other part of this article, or by reference to or inference from the name of the Company;
- (p) None part of this article and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such article, and the Company shall have as full a power to exercise each and every one of the objects specified in each part of this article as though each article contained the objects of a separate company; and
- (q) The word "**company**" in this article, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

5.2 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this article 5 and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company, provided that nothing herein shall prevent any payment in good faith by the Company:

- (a) of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
- (b) of any interest on money lent by any member of the Company or any director at a reasonable and proper rate;
- (c) of reasonable and proper rent for premises demised or let by any member of the Company or any director; and
- (d) to any director of out-of-pocket expenses.

5.3 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the members of the Company, but shall be given or transferred to some other institution (charitable or otherwise) having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income to its or their members, such institutions to be determined by the members of the Company at or before the time of dissolution.

6 DIRECTORS' POWERS AND RESPONSIBILITIES

Subject to the articles and to the applicable provisions for the time being of the Companies Acts, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

7 CHANGE OF COMPANY NAME

Without prejudice to the generality of article 6, the directors may resolve in accordance with articles 11 and 12 to change the Company's name.

8 MEMBERS' RESERVE POWER

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

9 DIRECTORS MAY DELEGATE

- 9.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:
- (a) to such person or committee;
 - (b) by such means (including by a power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions;
 - (f) as they think fit.
- 9.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 9.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

10 COMMITTEES

- 10.1 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.
- 10.2 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.
- 10.3 Where a provision of the articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee.

DECISION-MAKING BY DIRECTORS

11 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

11.1 The general rule about decision-making by directors is that any decision of the directors must be taken as a majority decision at a meeting or as a directors' written resolution in accordance with article 12.

11.2 If:

- (a) the Company only has one director for the time being, and
- (b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

11.3 Subject to articles 15.5 and 46, each director participating in a directors' meeting has one vote.

12 DIRECTORS' WRITTEN RESOLUTIONS

12.1 Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors).

12.2 If the Company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors).

12.3 Notice of a proposed directors' written resolution must indicate:

- (a) the proposed resolution; and
- (b) the time by which it is proposed that the directors should adopt it.

12.4 A proposed directors' written resolution is adopted when a majority of the eligible directors (or their alternates) have signed one or more copies of it, provided that those directors (or their alternates) would have formed a quorum at a directors' meeting were the resolution to have been proposed at such meeting.

12.5 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles.

13 CALLING A DIRECTORS' MEETING

13.1 Any director may call a directors' meeting virtually or in person by giving notice of the meeting to each of the directors (including alternate directors), whether or not he is absent from the UK, or by authorising the company secretary (if any) to give such notice.

13.2 Notice of any directors' meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place i.e virtually or in person; 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.

13.3 Subject to article 13.4, notice of a directors' meeting must be given to each director but need not be in writing.

13.4 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 prior to or up to and including not more than seven 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.

14 PARTICIPATION IN DIRECTORS' MEETINGS

14.1 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 to the others any information or opinions they have on any particular item of the business of the meeting.

14.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

14.3 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.

15 CHAIRING OF DIRECTORS' MEETINGS

15.1 The directors may appoint a director to chair their meetings.

15.2 The person so appointed for the time being is known as the chairperson.

15.3 The directors may terminate the chairperson's appointment at any time.

15.4 If the chairperson is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

15.5 The chairperson shall have a second or casting vote in the event of a deadlock, as provided in article 46.

16 QUORUM FOR DIRECTORS' MEETINGS

16.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

16.2 Subject to article 16.3, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than two eligible directors, and unless otherwise fixed it is two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.

16.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 18 to authorise a directors conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

17 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the CA 2006 and provided he has declared the nature and extent of his interest in accordance with the requirements of the CA 2006, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) 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;
- (b) 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;
- (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors), in respect of such contract or proposed contract in which he is interested;
- (d) 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;
- (e) 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
- (f) 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 CA 2006)) 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 CA 2006.

18 DIRECTORS' INTERESTS

- 18.1 For the purposes of section 175 of the CA 2006, the directors shall have the power to authorise, on such terms and subject to such conditions as they may determine (a "**Conflict Authorisation**"), any matter proposed to them in accordance with these articles which otherwise might give rise to a situation (a "**Conflict Situation**") in which a director (an "**Interested Director**") would have a direct or indirect interest which conflicts, or may conflict, with the interests of the Company (including a situation arising by reason of the Company or a director on its behalf undertaking any fiduciary office or duty in circumstances where such fiduciary office or duty may conflict with the obligations of the Company or the director or another director in respect of another fiduciary office or duty undertaken by any of them or a situation arising in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it). Any Conflict Authorisation shall extend to any actual or possible conflict of interest which may reasonably be expected to arise out of the Conflict Situation so authorised.
- 18.2 Where the directors give a Conflict Authorisation:
- (a) it shall be recorded in writing (but the authorisation shall be effective whether or not it is recorded); and
 - (b) the directors may revoke or vary the authority at any time but this will not affect anything done by the Interested Director in accordance with the authorisation before the revocation or variation.
- 18.3 A Conflict Authorisation will be only effective if:
- (a) at the meeting of the directors at which the Conflict Situation is considered, any requirement as to quorum is met without counting the Interested Director; and
 - (b) it is agreed to without any Interested Director voting, or would have been agreed to if the votes of any Interested Director had not been counted.

- 18.4 Subject to article 18.3 and the provisions of the Companies Acts, any matter proposed to the directors and any authorisation by the directors in relation to a Conflict Situation shall be dealt with in the same way as any other matter may be proposed to and resolved upon by the directors.
- 18.5 For the purposes of article 18.1, a conflict of interest includes a conflict of interest and duty and a conflict of duties.
- 18.6 An Interested Director shall be obliged:
- (a) to disclose to the other directors, as soon as reasonably practicable, the nature and extent of his interest in any Conflict Situation; and
 - (b) to act in accordance with any conditions determined by the directors under article 18.1 .
- 18.7 Any conditions to which a Conflict Authorisation is made subject ("**Conflict Authorisation Terms**") may include (without limitation to article 18.1) provision that:
- (a) where the Interested Director obtains (other than in his capacity as a director of the Company or as its employee or agent or, if the directors so decide, in any other capacity that would otherwise oblige him to disclose it to the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it directly or indirectly for the benefit of the Company or in performing his duties as a director of the Company in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party;
 - (b) the Interested Director may (but shall be under no obligation to) absent himself from the discussion of, or the making of decisions relating to, the relevant matter (whether at any meeting of the directors or otherwise) and be excused from reviewing documents and information prepared by or for the directors to the extent that they relate to that matter; and
 - (c) the Interested Director be excluded from the receipt of documents and information, the participation in discussion or the making of decisions (whether at directors' meetings or otherwise) related to the relevant matter, and anything done (or omitted to be done) by the Interested Director in accordance with any such provision (or otherwise in accordance with any Conflict Authorisation Terms given under article 18.1) will not constitute a breach by him of his duties under sections 172 to 174 of the CA 2006.

19 RECORDS OF DECISIONS TO BE KEPT

The directors must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

20 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

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 AND TERMINATION OF APPOINTMENT OF DIRECTORS

21 NUMBER OF DIRECTORS

- 21.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum and the minimum number shall be two.

- 21.2 If the number of directors is less than the minimum number determined in accordance with article 21.1, the continuing director(s) may continue to act only for the purpose of filling vacancies or calling a general meeting.

22 APPOINTMENT, REMOVAL AND DISQUALIFICATION OF DIRECTORS

- 22.1 No person may be appointed as a director unless his appointment has been approved in writing by each existing member of the Company.

- 22.2 Subject to article 22.1, any person who is willing to act as a director, and is permitted by law to do so (and whose appointment has been approved in accordance with article 22.1), may be appointed to be a director (either as an additional director or to fill any vacancy) provided that the total number of directors shall not exceed any maximum number from time to time prescribed by or in accordance with these Articles by:

- (a) ordinary resolution of a member or members; or
- (b) a decision of the directors.

- 22.3 If a resolution is proposed for the removal of any director, any member voting against such resolution shall be entitled to cast such number of votes as is necessary to defeat the resolution.

- 22.4 The office of director shall be vacated if:

- (a) 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 but only if at least one director will remain in office;
- (b) that person ceases to be a director by virtue of any provision of the CA 2006 or is prohibited from being a director by law;
- (c) a bankruptcy order is made against that person;
- (d) a composition is made with that person's creditors generally in satisfaction of that person's debt and the Company resolves that his office be vacated;
- (e) 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; or
- (f) by reason of that person's mental or physical health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have.

23 DIRECTORS' REMUNERATION

- 23.1 Directors may undertake any services for the Company that the directors decide.

- 23.2 Directors are entitled to such remuneration as the members determine:

- (a) for their services to the Company as directors, and
- (b) for any other service which they undertake for the Company.

- 23.3 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.

23.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day

24 DIRECTORS' EXPENSES

The Company may pay any reasonable expenses which the directors (including alternate directors) and the 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 any 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.

ALTERNATE DIRECTORS

25 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

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

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,
- (c) in relation to the taking of decisions by the directors in the absence of the alternate's appointor.

25.2 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.

25.3 The notice must:

- (a) identify the proposed alternate; and
- (b) 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.

26 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

26.1 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.

26.2 Except as the articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their appointors (including those set out in sections 172 to 177 of the CA 2006 inclusive and articles 17 and 18); and

- (d) 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.

26.3 A person who is an alternate director but not a director:

- (a) 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 and provided that no alternate may be counted as more than one director for these purposes);
- (b) 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
- (c) may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).

26.4 A director who is also an alternate director is entitled, in the absence of any of his appointors, to a separate vote on behalf of that 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 he shall count as only one for the purpose of determining whether a quorum is present.

26.5 An alternate director is not 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.

27 TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate for any appointor terminates:

- (a) when that appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) when notification is received by the Company from the alternate that the alternate is resigning as alternate for that appointor and such resignation has taken effect in accordance with its terms;
- (c) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director;
- (d) on the death of that appointor;
- (e) when the alternate's appointor's appointment as a director terminates; or
- (f) by ordinary resolution of a member or members.

SECRETARY

28 APPOINTMENT AND REMOVAL OF SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration, and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

ORGANISATION OF GENERAL MEETINGS

29 FREQUENCY OF GENERAL MEETINGS

The Company may (but need not) hold a general meeting in any year.

30 CONVENING GENERAL MEETINGS

The directors may call general meetings and, on the requisition of members pursuant to the provisions of the CA 2006, shall forthwith proceed to convene a general meeting in accordance with the CA 2006. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or the members requisitioning the meeting (or any of them representing more than one half of the total voting rights of them all) may call a general meeting. If the Company has only a single member, such member shall be entitled at any time to call a general meeting.

31 NOTICE OF GENERAL MEETINGS

- 31.1 General meetings (other than an adjourned meeting) shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote, being a majority who together represent not less than ninety per cent (90%) of the total voting rights at that meeting of all the members.
- 31.2 The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it.
- 31.3 Subject to the provisions of these articles and to any restrictions imposed on members, the notice shall be given to all members and to the directors, alternate directors and the auditors for the time being of the Company.
- 31.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

32 RESOLUTIONS REQUIRING SPECIAL NOTICE

- 32.1 If the CA 2006 requires special notice to be given of a resolution, then the resolution will not be effective unless notice of the intention to propose it has been given to the Company at least twenty-eight clear days before the general meeting at which it is to be proposed.
- 32.2 Where practicable, the Company must give the members notice of the resolution in the same manner and at the same time as it gives notice of the general meeting at which it is to be proposed. Where that is not practicable, the Company must give the members at least fourteen clear days' before the relevant general meeting by advertisement in a newspaper with an appropriate circulation.
- 32.3 If, after notice to propose such a resolution has been given to the Company, a meeting is called for a date twenty-eight days or less after the notice has been given, the notice shall be deemed to have been properly given, even though it was not given within the time required by article 32.1.

33 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 33.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 33.2 A person is able to exercise the right to vote at a general meeting when:

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (b) that person's 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 persons attending the meeting.
- 33.3 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.
- 33.4 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.
- 33.5 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.

34 QUORUM FOR GENERAL MEETINGS

- 34.1 No business shall be transacted at any meeting unless a quorum is present.
- 34.2 If and for so long as the Company has only one member that member present in person or by proxy or, where that member is a corporation, its duly authorised representative shall be a quorum at any general meeting of the Company.
- 34.3 Subject to section 318(2) of the CA 2006 and as provided in article 34.2, two qualifying persons (as defined in section 318(3) of the CA 2006) entitled to vote upon the business to be transacted shall be a quorum.

35 CHAIRING GENERAL MEETINGS

- 35.1 If the directors have appointed a chairperson, the chairperson shall chair general meetings if present and willing to do so.
- 35.2 If the directors have not appointed a chairperson, or if the chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- (a) the directors present, or
 - (b) (if no directors are present), the meeting,
 - (c) must appoint a director or member to chair the meeting, and the appointment of the chairperson of the meeting must be the first business of the meeting.
- 35.3 The person chairing a meeting in accordance with this article is referred to as the chairperson of the meeting.

36 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

- 36.1 Directors may attend and speak at general meetings.
- 36.2 The chairperson of the meeting may permit other persons who are not:
- (a) members of the Company, or
 - (b) otherwise entitled to exercise the rights of members in relation to general meetings, to attend and speak at a general meeting.

37 ADJOURNMENT

- 37.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairperson of the meeting must adjourn it. If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.
- 37.2 The chairperson of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment, or
 - (b) it appears to the chairperson of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 37.3 The chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 37.4 When adjourning a general meeting, the chairperson of the meeting must:
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 37.5 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- 37.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

38 VOTING: GENERAL

- 38.1 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. Subject to any rights or restrictions to which members are subject, on a show of hands, every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a member, in which case he shall have more than one vote) shall have one vote. A proxy shall not be entitled to vote on a show of hands.
- 38.2 No member shall vote at any general meeting, either in person or by proxy, unless all monies presently payable by him to the Company have been paid.
- 38.3 In the case of joint members the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint members; and seniority shall be determined by the order in which the names of the members stand in the register of members.
- 38.4 Unless a poll is duly demanded, a declaration by the chairperson that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular

majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

39 ERRORS AND DISPUTES

39.1 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.

39.2 Any such objection must be referred to the chairperson of the meeting, whose decision is final.

40 POLL VOTE

40.1 On a poll every member who (being an individual is present in person or by proxy) or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote. On a poll, a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

40.2 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.

40.3 A poll may be demanded by:

- (a) the chairperson of the meeting;
- (b) the directors;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

40.4 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken, and
- (b) the chairperson 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.

40.5 A poll demanded on the election of a chairperson or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairperson directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

40.6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

40.7 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

41 CONTENT OF PROXY NOTICES

41.1 Subject to the provisions of these articles, a member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting.

41.2 Proxies may only validly be appointed by a notice in writing ("**proxy notice**") which:

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that members 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 and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate and received by the Company:
 - (i) subject to articles 41.2.4(b) and 41.2.4(c) in the case of a general meeting or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;
 - (ii) in the case of a poll taken more than forty-eight hours after it is demanded, after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll; or
 - (iii) where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, at the time at which the poll was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is the later,

and a proxy notice which is not delivered and received in such manner shall be invalid.

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

41.4 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 and the proxy is obliged to vote or abstain from voting in accordance with the specified instructions. However, the Company is not obliged to check whether a proxy votes or abstains from voting as he has been instructed and shall incur no liability for failing to do so. Failure by a proxy to vote or abstain from voting as instructed at a meeting shall not invalidate proceedings at that meeting.

41.5 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.

42 DELIVERY OF PROXY NOTICES

42.1 Any notice of a general meeting must specify the address or addresses ("**proxy notification address**") at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.

- 42.2 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 to a proxy notification address.
- 42.3 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.
- 42.4 A notice revoking a proxy appointment only takes effect if it is received by the Company:
- (a) in the case of a general or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;
 - (b) in the case of a poll taken more than forty-eight hours after it was demanded, not less than twenty-four hours before the time appointed for the taking of the poll; or
 - (c) in the case of a poll not taken forthwith but not more than forty-eight hours after it was demanded, at the time at which it was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is later,
- and a notice which is not delivered and received in such manner shall be valid.
- 42.5 In calculating the periods referred to in article 41 and this article 42, no account shall be taken of any part of a day that is not a working day.
- 42.6 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 appointors behalf.

43 REPRESENTATION OF CORPORATIONS AT MEETINGS

Subject to the CA 2006, a company which is a member may, by resolution of its directors or other governing body, authorise one or more persons to act as its representative or representatives at a meeting of the company (corporate representative). A director, secretary or other person authorised for the purpose by the directors may require a corporate representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.

44 AMENDMENTS TO RESOLUTIONS

- 44.1 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 chairperson of the meeting may determine), and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.
- 44.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- (a) the chairperson 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.

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

45 WRITTEN RESOLUTIONS

A resolution of the members may be passed as a written resolution in accordance with chapter 2 of part 13 of the CA 2006.

DEADLOCK RESOLUTION

46 DEADLOCK

46.1 There is a deadlock if a resolution is proposed and one of the following applies:

- (a) at a properly convened meeting of members or directors there is no quorum at the meeting and no quorum at the meeting when it is reconvened following an adjournment, provided that the meeting, or adjourned meeting, is not inquorate because the person who proposed the resolution does not attend; or
- (b) on a directors' resolution, the numbers of votes for and against the resolution are equal; and/or
- (c) on a members' resolution, the numbers of votes for and against the resolution are equal.

46.2 In the event of a deadlock, the chairperson shall have a casting vote.

46.3 Save in the event of manifest error or fraud, the chairperson's determination of the matter giving rise to the deadlock shall be final and binding upon the parties.

46.4 Article 46.2 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the articles, the chairperson is not an eligible director the purposes of that meeting (or part of a meeting).

MISCELLANEOUS PROVISIONS

47 MEANS OF COMMUNICATION TO BE USED

47.1 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 of the CA 2006 provides for documents or information which are authorised or required by any provision of the CA 2006 to be sent or supplied by or to the Company.

47.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- (a) If properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted;
- (b) If properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) If properly addressed and sent or supplied by electronic means forty-eight hours after the document or information was sent or supplied; and

- (d) If sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article 47.2, no account shall be taken of any part of a day that is not a working day.

- 47.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by of the CA 2006.
- 47.4 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.
- 47.5 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 forty-eight hours.

48 COMPANY SEALS

- 48.1 Any common seal may only be used by the authority of the directors.
- 48.2 The directors may decide by what means and in what form any common seal is to be used.
- 48.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by either at least two authorised persons or at least one authorised person in the presence of a witness who attests the signature.
- 48.4 For the purposes of this article, an authorised person is:
- (a) any director of the Company;
 - (b) the Company secretary (if any); or
 - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

49 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

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.

50 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

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.

DIRECTORS' INDEMNITY AND INSURANCE

51 INDEMNITY

- 51.1 Subject to article 51.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) 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:
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
 - (ii) 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 CA 2006),

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
- (b) 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 51.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

51.2 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.

51.3 In this article 51:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "**relevant officer**" means any director or alternate 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 CA 2006) and may, if the members so decide, include any person engaged by the Company (or any 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).

52 INSURANCE

52.1 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.

52.2 In this article 52:

- (a) a "**relevant officer**" means any director or alternate 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 CA 2006);
- (b) a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that officers 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
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.