

No. of Company 10466 / 170

The Companies Acts 1909 to 1917
and
The Companies Acts 1948 to 1981

COMPANY LIMITED BY SHARES

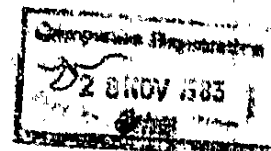
Memorandum and Articles of Association of

ALBION ROVERS FOOTBALL CLUB LIMITED

(Incorporated the 17th day of June 1919)

Filed in accordance with the
provisions of the European
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THE COMPANIES ACTS, 1900 to 1917

and

THE COMPANIES ACTS, 1958 to 1981

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

(As amended)

OF THE

ALBION ROVERS FOOTBALL CLUB, LIMITED

I. The name of the Company is "THE ALBION ROVERS FOOTBALL CLUB, LIMITED".

II. The Registered Office of the Company is situate in Scotland.

III. The objects for which the Company is established are:-

(1) To take over and acquire for the purpose of carrying on a Football Club, the whole property and assets and others referred to in, and upon the terms defined by, an agreement between the President, Treasurer, Financial Secretary, and Match Secretary, and other Members of Committee of the Albion Rovers Football Club, Coatbridge, of the first part, and Thomas Galbraith, Writer, Glasgow, as Trustee for behoof of a Company to be formed and registered under the name of "The Albion Rovers Football Club, Limited," of the second part, dated the Twentieth day of May, nineteen hundred and nineteen, or upon such other terms as may be agreed upon.

(2) To promote the practice and play of Football, Cricket, Lacrosse, Lawn Tennis, Hockey, Bowls, Cycle Riding, Running, Jumping, the physical training and development of the human frame, and other athletic sports, games and exercises of every description, and any other games, pastimes, sports, assault-at-arms, recreation, amusements or entertainments, and to buy, sell, exchange, or hire all articles, implements, fixtures, furniture, apparatus and things used in the playing or practice of such games or pursuits, and any other implements or things used or required therefor, or for the promotion of the objects of the Company, including prizes to be given in any competition or competitions promoted by the Company.

(3) To acquire money by gift or subscription, and to distribute the same in or about the furtherance of all or any of the objects of the Company, and to raise or grant sums of money to be awarded as prizes or otherwise in connection with any such matters as aforesaid, on such terms as may be prescribed.

(4) To join in and promote competitions for challenge cups or other similar competitions for the purposes of the Company, or for the benefit of charities or other like objects.

(5) To improve, revise, amend, establish, or alter the rules regulating any or all of the sports and pastimes above enumerated, and to join or subscribe to any union or association for the like objects.

(6) To co-operate or join with any person or persons, club, company, or association having the same or like objects in any manner, and for any purpose which may be thought proper in furtherance of the objects of the Club.

(7) To acquire and undertake the whole or any part of the business and assets of any person, firm, company, or club carrying on any of the businesses or objects which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake the liabilities of such person, firm, company, or club, or to acquire an interest in, amalgamate with, or enter into any arrangements for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm, company, or club, and to give or accept by way of consideration for any of the acts or things aforesaid any shares, debentures, or securities that may be agreed upon, and to hold and retain, or sell, or mortgage, and deal with any shares, debentures or securities so received.

(8) To purchase, take on lease or in exchange, hire, feu, or otherwise acquire a ground or grounds, or any other real or personal estate necessary or convenient for the objects of the Company.

(9) To build and erect, construct, fit up, and maintain such houses, buildings, stands, pavilions, cycle tracks, embankments, walls, gates, fences, entrances, and other erections as may from time to time be required for the purposes of the Club, and to remove or enlarge, or otherwise alter, rebuild, improve, repair, or deal with any such houses, buildings, and premises, or any other property of the Club.

(10) To adopt, lay out and prepare, enclose, level, drain and form approaches, and make and construct roads to and from any buildings, land or ground of the Club.

(11) To fix and enforce a scale of charges for admission to such grounds, buildings, pavilions, and stands of the Club, and generally to manage the same as may be required for the objects and benefit of the Club.

(12) To become, if necessary, a member of and subscribe to the Scottish Football Association, the Scottish Football League, and any

other Association, League, or Alliance having objects altogether or in part similar to those of the Company.

(13) To effect insurance against accidents to the players of the Company for their own or the Company's benefit, also against fire, damage, or burglary to the buildings or property of the Company with some properly incorporated Insurance Company.

(14) To invest the moneys of the Company upon such securities as may from time to time be determined, or in the erection of tenements, of dwelling houses or shops and dwelling houses.

(15) To borrow and raise money by bond and disposition in security or mortgage or charge of the property of the Company, and in particular by the issue of debentures or debenture stock of any description, and either with or without the whole or any part of the property or assets of the Company being given as security for such money, and generally in such manner and upon such terms as the Company shall think fit, and to pay off or re-borrow such money in such manner and upon such terms as may appear fit or expedient.

(16) To grant guarantees for the indebtedness or obligations of any company, firm or person and to secure the performance thereof by a charge or lien upon the whole or any part of the Company's assets, including uncalled capital or in any other manner or way as the Company shall think fit.

(17) To make, accept, endorse and create, promissory notes and other negotiable instruments.

(18) To sell, feu, improve, manage, develop, lease, bond, mortgage, dispose of, or otherwise deal with all or any part of the property of the Company.

(19) To permit and allow any person or persons, club, or society to use and enjoy the said grounds, lands, buildings, pavilions, and stands, and other hereditaments of the Company, for such purposes and upon such terms and conditions as shall be fixed and determined.

(20) To arrange with amateur football players, cricketers, and other athletes and to hire, employ, and pay professional football players, cricketers, and other professional athletes, officials, and also servants and workmen for attending to the ground or grounds for the time being of the Company, taking gate money at matches, sports, and festivals, and for carrying out any other object which the Company shall think advisable.

(21) To pay all or any expenses incurred in connection with the negotiation, formation, promotion, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of the shares, debentures, or other securities of the Company, or for procuring or obtaining settlement and quotations upon any Stock Exchange of any such shares or securities, and to remunerate any person rendering services to the Company.

(22) To support or subscribe to any charitable or public object, and to give gratuities or donations to any person in the employment of the Company, or sometime engaged in any business acquired by the Company, and the wives, widows, families, and dependents of any such persons, and to support and subscribe to any establishments calculated to advance the interests of the Company or of the persons employed by the Company.

(23) To do all such other lawful acts and things as are incidental or conducive to the attainment of the above objects or any of them.

IV. The liability of the Members is limited.

V. *The share capital of the Company is £8,000, divided into 8,000 Shares of £1 each, with power to increase or reduce the same, and to issue any part of the original or increased capital with such preferences, priorities, rights, or privileges, or subject to such restrictions, or with rights postponed or deferred, in such manner as the Company may in General Meeting determine.

* By Special Resolution passed the 30th March 1947 the share capital was reduced to £1,000 divided into 8,000 shares of 2/6d. each and simultaneously increased to £6,750 by the creation and issue as fully paid of

(a) 27,600 5 per cent. Non-Cumulative Redeemable Preference Shares of 2/6d. each the holders whereof shall be entitled to a preferential dividend at the rate of 5 per cent, payable as regards each year out of the profits of that year without any right in the case of deficiency to resort to subsequent profits, and in the event of a winding up to have the surplus assets of the Company applied in the first place in repaying to them the amount paid up on the Preference Shares held by them respectively, but shall not be entitled to any further participation in such surplus assets. The Company may at any time by three month's notice in writing redeem all the said Preference Shares at par.

(b) 16,400 Ordinary Shares of 2/6d. each to rank pari passu with the existing Ordinary Shares of the Company as now reduced with the right to participate in the dividends along with the existing Ordinary Shares of the Company from the date of issue thereof.

THE COMPANIES ACTS, 1908 to 1917

and

THE COMPANIES ACTS, 1948 to 1981

ARTICLES OF ASSOCIATION

(As altered)

OF THE

ALBION ROVERS FOOTBALL CLUB, LIMITED

It is agreed as follows:-

PRELIMINARY

1. Table "A" in the First Schedule of "The Companies (Consolidation) Act, 1908", shall not apply to this Company.
2. The Directors may carry out the objects of the Company whether the whole of the Shares shall have been subscribed or not, and they may allot the shares as and when they think proper; but the minimum Subscription on which they shall proceed to Allotment is hereby fixed at Five Hundred Shares.
3. The Directors shall adopt on behalf of the Company the agreement dated the Twentieth day of May, nineteen hundred and nineteen, and made between the President, Treasurer, Financial Secretary, and Match Secretary, and other members of Committee of the Albion Rovers Football Club, Coatbridge, and Thomas Galbraith, Writer, Glasgow, as Trustee for behoof of a Company to be formed and registered under the name of "The Albion Rovers Football Club, Limited," mentioned in the Company's Memorandum of Association, and may carry the said agreement into effect, with full power nevertheless from time to time to agree to any modification or alteration of the terms thereof either before or after the execution thereof.
4. In these Regulations, unless the context otherwise requires, expressions defined in "The Companies' (Consolidation) Act, 1908," or any statutory modification thereof in force at the date at which these Regulations become binding on the Company, shall have the meanings so defined; and words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include females, and words importing persons shall include bodies corporate.

SHARES

5. Subject to the provisions, if any, in that behalf of the Memorandum of Association of the Company, and without prejudice to any special rights previously conferred on the holders of existing shares in the Company, any share in the Company may be issued with such preferred, deferred, or other special rights, or such restrictions, whether in regard to dividend, voting or share capital, or otherwise, as the Company may from time to time by special resolution determine, and any Preference Share may, with the sanction of a Special Resolution, be issued on the terms that it is, or at the option of the Company is liable, to be redeemed.

5. (a) The Company may issue as fully paid, bonus shares, as and when the whole of such Redeemable Preference Shares as may have been issued in terms of the immediately preceding Article shall have been redeemed out of the profits of the Company, and any such bonus shares so issued, shall be issued to the then Ordinary Stockholders of the Company in proportion to the number of Ordinary Shares held by them respectively.

6. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be two persons at least, holding or representing by proxy one-third of the issued shares of the class.

7. No share shall be offered to the public for subscription except upon the terms that the amount payable on application shall be at least five per cent of the nominal amount of the share; and the directors shall, as regards any allotment of shares, duly comply with such of the provisions of Sections 85 and 88 of the Companies (Consolidation) Act, 1908, as may be applicable thereto.

8. Every person whose name is entered as a member in the Register of Members, shall, without payment, be entitled to a certificate under the common seal of the Company, specifying the share or shares held by him and the amount paid up thereon, provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.

9. If a share certificate is defaced, or destroyed, it may be renewed on payment of such fee, if any, not exceeding five pence, and on such terms, if any, as to evidence and indemnity as the Directors think fit.

LIEN

10. The Company shall have a primary lien upon the share of any member who may be either absolutely or contingently indebted or

liable to the Company in any amount or on any account whatsoever, and that whether such member is indebted or liable solely or jointly with any other person or persons, and whether the debt or liability be actually payable or not, but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

11. The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled by reason of his death or bankruptcy to the share.

12. The proceeds of the sale shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue shall (subject to a lien for sums not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the date of the sale. The purchaser shall be registered as the holder of the shares, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

CALLS ON SHARES

13. The Directors may from time to time make such calls upon the members in respect of all moneys unpaid on their shares as they think fit, provided that fourteen clear days' notice at least be given of the making of each call, and each member shall be liable to pay the amount of calls so made to the person or persons and at the times and places appointed by the Directors.

14. If by the terms of the Prospectus or by the conditions of allotment any amount is payable in respect of any shares by instalments, every such instalment shall be payable as if it were a call duly made by the Directors and of which due notice has been given, and all provisions hereof with respect to the payment of calls or to the forfeiture of Shares for non-payment of calls shall apply to such instalments and the Shares in respect of which they are payable.

15. A call shall be deemed to be made at the time when the resolution authorising such call was passed.

16. No one call shall exceed the sum of fifty pence per Share, and at least one month shall intervene between the time appointed for the payment of one call and that appointed for the payment of the next succeeding call (if any).

17. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at the rate of five pounds per cent per annum from the day appointed for the payment

thereof to the time of actual payment, but the Directors shall be at liberty to waive payment of that interest wholly or in part.

18. The Directors may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the times of payment.

19. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him; and upon all or any of the moneys so advanced may (until the same would, but for such advance become presently payable) pay interest at such rate (not exceeding, without the sanction of the Company in general meeting, of six per cent) as may be agreed upon between the member paying the sum in advance and the Directors.

TRANSFER OF SHARES

20. Shares in the Company shall be transferred in the following form:-

I, _____ of _____
in consideration of the sum of _____ paid to me
by _____ of _____
(hereinafter called "the said transferee") do hereby
transfer to the said transferee _____ share (or shares)
numbered _____ standing in my name in the
books of The Albion Rovers Football Club, Limited, to hold
unto the said transferee, his executors, administrators,
and assigns subject to the several conditions on which I
held the same at the time of the execution hereof. And I,
the said transferee do hereby agree to take the said share
(or shares) subject to the same conditions.

As witness our hands and seals this _____ day
of _____ 19 ____.

Signed, sealed, and delivered, etc.

21. No shareholder shall be entitled to transfer any share standing in his name unless and until he shall have given notice in writing to the Secretary of his desire so to do; and thereupon the Secretary, or some other officer duly authorised shall, in reply have notified to him in writing, the inability of the Directors to find a purchaser for such share at the market price of the day, or at any greater price, or one calendar month shall have elapsed from and after the receipt of such notice by the Secretary without a reply being sent thereto by the Secretary or some other officer duly authorised giving the name and address of a purchaser. On the Secretary, or some other officer duly authorised, intimating the name and address of a purchaser at the market price, or any higher price, to the Shareholder owning the share proposed to be sold, he shall thereupon sell or transfer the share accordingly; but in the event of the failure to intimate the name and address of a purchaser (under whatever circumstances) within the period aforesaid, the said share may then be disposed of by the holder as he might do if the Secretary or some other officer duly authorised had intimated the inability of the Directors to find a purchaser.

22. The Directors may decline to register any transfer of a share made by a member who is indebted to the Company or to any person whom they shall not approve as a transferee, and they shall not be bound, nor shall they be expected to give any reason for such declination, or in the case of a share not fully paid up, where they are not satisfied as to the financial responsibility of the proposed transferee. The Directors may also suspend the registration of transfers during the fourteen days immediately preceding the ordinary general meeting.

23. Every deed of transfer duly executed by both the transferor and the transferee must be left at the Registered Office of the Company to be registered, accompanied with such evidence as the Directors may reasonably require to prove the title of the transferor, and with a registration fee not exceeding twelve and a half pence, and thereupon the Company, subject to the powers vested in the Directors, shall register the transferee as a member, and retain the deed of transfer.

24. In no case shall the Directors be bound to inquire into the validity, authority, legal effect or genuineness of any deed of transfer produced by a person claiming as transferee of any share in accordance with these articles, and whether they abstain from so inquiring, or do so inquire, and are misled, the transferor shall have no claim whatever upon the Company in respect of the share, but only, if at all, upon the transferee.

TRANSMISSION OF SHARES

25. The executors or administrators of a deceased sole holder of a share shall be the only persons recognised by the Company as having any title to the share. In the case of a share registered in the names of two or more holders, the survivors or survivor, or the executors or administrators of the deceased survivor, shall be the only persons recognised by the Company as having any title to the share.

26. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall, upon such evidence being produced as may from time to time be required by the Directors, have the right either to be registered as a member in respect of the share, or, instead of being registered himself, to make such transfer of the share as the deceased or bankrupt person could have made; but the Directors shall, in either case have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or bankrupt person before the death or bankruptcy.

FORFEITURE OF SHARES

27. If any member fails to pay any call or instalment of a call due on the appointed day, the Directors may at any time thereafter, during such time as any part of such call or instalment remains unpaid, serve a notice on him requiring him to pay as much of the call or instalment as is unpaid, together with any interest which may have accrued by reason of such non-payment.

28. The notice shall name a further day and place on and at which the payment required is to be paid. It shall also state that in the event of non-payment at the time and place appointed the share in respect of which such call was made, will be liable to be forfeited.

29. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of the sums and interest, due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Notice of the forfeiture shall be forthwith entered in the Register of Members.

30. Any share forfeited in any of these manners shall be deemed to be the property of the Company, and may be disposed of in such manner as the Directors may think fit. They shall have power, however, in case they think fit, within one year from the date of forfeiture, to remit such forfeiture on such terms as they shall think fit.

31. Any member whose share has been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding, be liable to pay to the Company all calls and moneys owing upon such share at the time of forfeiture without deduction or allowance for the value of the share, and the same may be recovered by action at law.

32. A certificate under the seal of the Company, and signed by two Directors, stating that the share therein mentioned has been duly forfeited shall be conclusive evidence of such forfeiture, and such certificate and the receipt of the Company for the price of such share shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to the purchaser, and thereupon he shall be deemed the holder of such share discharged from all calls due prior to such purchase, and he shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity in the proceedings in reference to such forfeiture or sale.

ALTERATION OF CAPITAL

33. The Directors may, with the sanction of a special resolution of the Company previously given in General Meeting, increase its Capital by the issue of new shares to such an extent as may by such special resolution be determined.

34. The new shares shall be issued upon such terms and conditions and with such rights, priorities, or privileges as the Company in General Meeting shall have directed, or if no direction shall have been given, as the Directors shall determine.

35. Any additional Capital raised by the creation of such new shares shall be considered as part of the original Capital, and shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture, and otherwise as the shares in the original share Capital.

36. The Company may by special resolution:-

(a) Consolidate and divide the share Capital into shares of larger amount than its existing shares.

(b) By sub-division of its existing shares, or any of them, divide the whole or any part of its share Capital into shares of smaller amount than is fixed by the Memorandum of Association subject, nevertheless, to the provisions of paragraph (d) of Sub-Section (1) of Section 41 of the Companies' (Consolidation) Act, 1908.

(c) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

(d) Reduce its share Capital in any manner and with, and subject to, any incident authorised and consent required by law.

37. Upon the sub-division of any share into two or more shares of less amount, the holder of any one or more such resulting shares may be given a preference or priority over the holder of the other or others of such resulting shares in respect of the payment of dividends or distribution of surplus assets. But no preference or priority shall thereby be given over or in regard to the holder of any other share or shares.

38. If and whenever the Capital is divided in shares of various classes the rights and privileges of the holders of shares of each class, may be varied or modified by any arrangement which is sanctioned on the one hand by a special resolution of the holders of the shares of such class, and on the other hand by a like resolution of the holders of the remaining shares of the Company, each such resolution being passed at a separate meeting of the members entitled to vote thereat. Meetings of the holders of a class of shares shall be subject as far as possible to the same rules and provisions as the meetings of the Company.

GENERAL MEETINGS

39. The Statutory General Meeting of the Company shall be held within the period required by Section 65 of the Companies' (Consolidation) Act, 1908.

40. A General Meeting shall be held once in every year (not being more than fifteen months after the holding of the last preceding General Meeting) on such day and at such time as the Directors shall determine. In default of a General Meeting being so held a General Meeting shall be held within two months after the date on which such General Meeting should have been held, and may be convened by any two members in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.

41. The above-mentioned General Meetings shall be called "Ordinary General Meetings," and all other General Meetings shall be called "Extraordinary General Meetings."

42. The Directors may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default, may be

convened by such requisitionists as provided by Section 66 of the Companies' (Consolidation) Act, 1908. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

PROCEEDINGS AT GENERAL MEETINGS

43. Seven clear days' notice at the least specifying the day, time and place of any meeting, and in case of special business the general nature of such business shall be given in manner hereinafter mentioned to such persons, as are under the regulations of the Company, entitled to receive such notices from the Company, but the non-receipt of such notice by any member shall not invalidate the proceedings at such meeting.

44. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Ordinary General Meeting, with the exception of the consideration of the accounts, balance sheet, declaration of dividend, the ordinary report of the Directors, the election of Directors, Auditors, and other officials, and the fixing of the remuneration of the Directors and Auditors.

45. No business except the declaration of dividend shall be transacted at any General Meeting unless ten members, whether Directors or not, are present at the time when the meeting proceeds to business.

46. If within half an hour from the time appointed for the meeting the required number of members is not present, the meeting, if convened upon the requisition of the members, shall be dissolved. In every other case it shall stand adjourned till the following day at the same time and place, and if at such adjourned meeting the required number of members is not present, it shall be adjourned sine die, and in such case the Directors shall have power to transact the business for which such meeting was called as effectually as the meeting might have done.

47. The Chairman, or if he shall be absent, or decline or neglect to take the chair, one of the Directors to be appointed by the meeting shall preside as Chairman at every General Meeting of the Company, and in case of an equality of votes, he shall in addition to his original vote or votes have a casting vote.

48. If there be no Chairman or Director present who will take the chair, then the meeting shall choose one of their own number to be Chairman of such meeting, who shall, in case of an equality of votes, have in addition to his original vote or votes a casting vote.

49. The Chairman may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

50. Every motion submitted to a meeting shall be decided in the first instance by a show of hands. In the case of an equality of votes the Chairman shall be entitled to a second or casting vote.

51. At any General Meeting, unless a poll is demanded by five members personally present entitled to vote thereat, or by a member or members personally present and holding or representing by proxy or entitled to vote in respect of at least one-tenth part of the paid up Capital of the Company, a declaration by the Chairman that a resolution has been carried or carried by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. All questions as to the validity of particular votes, whether given personally or by proxy at a General Meeting or on a poll, shall be raised and decided at the time of the tender of such vote by the Chairman of such meeting, or the Chairman presiding at the taking of such poll, whose decision shall be final and, subject thereto, no question shall be raised at any other time as to the validity of such vote.

52. If a poll is demanded as aforesaid, it shall be taken in such manner, and at such time and place as the Chairman of the meeting directs, and either at once or after an interval or adjournment, and in such case every member present, either personally or by proxy, shall have the number of votes to which he may be entitled as hereinafter provided. In case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded, shall be entitled to a casting vote, in addition to any votes to which he may be entitled as a member and proxy, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

VOTES OF MEMBERS

53. Each Ordinary and Preference Shareholder shall have one vote for every share held by him.

54. Where there are joint registered holders of any shares for the time being entitled to vote, any one of such persons may vote at any meeting either personally or by proxy in respect of such shares as if he were solely entitled thereto, and if more than one of such joint-holders be present at any meeting, either personally or by proxy, then one of the said persons so present whose name stands first in the register in respect of such shares shall alone be entitled to vote in respect thereof.

55. Votes may be given either personally or by proxy.

56. The instrument appointing a proxy shall be in writing under the hand of the appointor, or if such appointor be a corporation under its common seal. No person shall be appointed a proxy who is not a member of the Company and qualified to vote.

57. The instrument appointing a proxy shall be deposited at the registered office of the Company not less than 24 hours before the time for the meeting at which the person named in such instrument proposes to vote.

56. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or transfer of the shares in respect of which the vote is given, provided no intimation in writing of the death, revocation or transfer shall have been received at the Registered Office of the Company before the meeting.

59. Every instrument of proxy shall be in the form or to the effect following:-

THE ALBION ROVERS FOOTBALL CLUB.

I, _____ of _____ in the
County of _____, being a Member of The Albion
Rovers' Football Club, Limited, hereby appoint
(or failing him) _____ as my proxy to vote and
act for me, at the Ordinary or (Extraordinary) General
Meeting of the Company, to be held on the _____ day
of _____ and at any adjournment thereof and
at every poll which may take place in consequence thereof.

Dated this _____ day of _____

60. No member shall be entitled to be present or to vote on any question, either personally or by proxy, or as proxy for another member, at any General Meeting, or upon a poll, or be reckoned in a quorum, or to sign any requisition for a General Meeting whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such member, and no member shall be entitled to be present, or to vote in respect of any share that he has acquired by transfer, at any meeting held after the expiration of three months from the registration of the Company, unless he has been possessed of the share in respect of which he claims to vote at least one month previous to the time fixed for holding the meeting at which he proposes to vote, or if such meeting be an adjourned meeting, to the time originally fixed for holding the same.

DIRECTORS

61. The number of Directors shall not be more than nine.

62. (a) The first Directors shall be Hugh Thom, Slater, 16 Weir Street, Coatbridge; Andrew Wilson, Draughtsman, 93 Bank Street, Coatbridge; John Pettigrew, Painter, 12 Ronald Street, Coatbridge; Simon Scott, Warehouseman, Athletic Warehouse, Coatbridge; Edward McLaren, Brassmoulder, Fullwood, Portland Street, Coatbridge; John Waddell, Joiner, 81 West George Street, Coatbridge; and William Faulds, Millwright, 41 Corswall Street, Coatbridge.

(b) The Company may by Extraordinary Resolution allow the Debenture Holders, in addition to the powers conferred on the Trustees for the Debenture Holders in Article 62 (a), to nominate annually five persons (provided they have the necessary qualifications or comply with the provisions of Section 73 of the Companies (Consolidated) Act, 1908) to be Directors of the Company, and such Directors so appointed shall not be subject to the provisions of the Company's Articles relating to the retirement of Directors by rotation, and shall cease to be Directors immediately on the total redemption of the Debentures or Debenture Stock.

63. The remuneration of the Directors shall from time to time be determined by the Company in General Meeting.

64. The qualification of a Director shall be the holding of at least one hundred and sixty shares in the Company.

POWERS OF DIRECTORS

65. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in setting up and registering the Company, and may exercise all such powers of the Company as are not, by the Companies' (Consolidation) Act, 1908, or any statutory modification thereof for the time being in force, or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to any regulation of these Articles, to the provisions of said Act, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

66. Subject to the restrictions herein laid in the Memorandum of Association contained, the Directors shall have full powers of management and control over the conduct and affairs of the Company, and of exercising all powers within the scope of the Memorandum of Association, and also power to do all acts and things which they may consider proper or advantageous for carrying out the objects of the Company, and in particular (but so as not to restrain the preceding generality) they shall have power to do the following things:-

(1) To pay the preliminary expenses incurred in connection with the negotiation, formation, promotion, and incorporation of the Company.

(2) To appoint the Bankers and Solicitors of the Company, to engage and determine the duties and salaries of the officials, Professional Players, and other servants of the Company, and to remove any of such persons at their discretion.

(3) To elect such persons as they shall approve of to be playing members of the Club upon such terms as they shall think fit.

(4) To acquire and undertake the whole or any part of the business and assets of any person, firm, or company carrying on any of the businesses or objects which the Company is authorised to carry on, and as part of the consideration for such acquisition to undertake the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm, or company, and to give or accept by way of consideration for any of the acts, or things aforesaid, any shares, debentures, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, or securities so received.

(5) To issue season or other tickets admitting the holders thereof to the grounds and enclosures of the Company upon such terms and occasions and subject to such regulations as the Directors may determine.

(6) To use and dispose of sell, feu or lease, or invest all the property or funds of the Company, and from time to time vary such investments at their discretion.

(7) To purchase, feu, or otherwise acquire for the Company, any property, rights, or privileges which the Company is authorised to acquire, at such price, and generally on such terms and conditions as they may think fit.

(8) To make, alter, and revoke all such rules, bye-laws, and regulations relative to the use of the property of the Company, and to the conduct or holding of the meetings for any of the purposes mentioned in the Memorandum of Association as they may deem fit and proper, provided that no bye-law or regulation shall be made under the foregoing, which would amount to such an addition to or alteration of these Articles as could only be legally made by a special resolution passed and confirmed in accordance with The Companies (Consolidation) Act, 1908.

(9) To exercise all powers and functions relating to the Company not hereby solely conferred upon the General Meetings of the Company.

(10) To arrange such Football and other Matches and Athletic and other Sports mentioned in the Memorandum of Association, and to make all necessary arrangements for the holding thereof, and to fix and enforce a scale of charges thereto, and generally to carry out the objects of the Company.

(11) To hire an office for carrying out the objects of the Company.

(12) To draw upon the Bankers of the Company for any sums necessary for payment and satisfaction of the debts and liabilities of the Company, but all cheques shall be signed by two of the Directors and countersigned by the Secretary or Treasurer; but in case any Directors shall sign any cheque without the sanction of a meeting of Directors, such Directors so signing shall be personally liable for and shall refund the amount of such cheque to the Company.

(13) To institute, conduct, defend, compromise, and abandon legal proceedings by and against the Company and its officers, and otherwise concerning the affairs of the Company.

(14) To enter into contracts for the Company, and rescind, alter, and vary the same, and to contract on behalf of the Company as may be necessary in carrying out the objects of the Company.

(15) To accept compromises of any debts due to the Company, or of any claim or demands of the Company.

(16) To refer any claims and demands of and against the Company to arbitration, and to perform and observe the awards thereon.

(17) To borrow any money required for the objects of the Company upon such securities as they may determine upon.

(18) To make to every Ordinary General Meeting a full and particular report of the affairs of the Company.

(19) To allot the shares of the Company.

(20) To make calls from time to time in respect of all Capital unpaid on shares, whatever be the number of shares actually taken up.

(21) To keep the Register of Members, the Register of Transfers, and the seal of the Company, and to determine the form of the certificate of the shares.

(22) To authorise the affixing of the seal of the Company to any document, which shall only be affixed under a resolution of the Board, and such authorisation shall be evidenced by the signatures of at least two Directors to every document whereto the seal may be affixed, and countersigned by the Secretary.

67. The Directors may from time to time appoint one or more of their body to hold any office of profit, except that of Auditor, and at such remuneration as they may think fit, and a Director so appointed shall not, while holding such office, be subject to retirement by rotation or taken into account in determining the rotation of retirement of Directors; but his appointment shall be subject to determination ipso facto if he ceases from any cause to be a Director, or if the Company in General Meeting shall resolve that the tenure of the office of profit be determined.

68. The Company may raise or borrow money for the purpose of its business, and may secure the repayment of the same by mortgage or charge upon the whole or any part of the property of the Company (present or future), including its uncalled or unissued Capital, and may issue bonds, debentures, or debenture stock, either charged upon the whole or any part of the property of the Company, or not so charged, and to pay off or re-borrow such money in such manner and upon such terms as may appear fit or expedient.

69. The Directors may exercise all the borrowing powers of the Company and secure the repayment of the amounts so borrowed or raised in any manner in which the Company might so do and that on such terms and conditions (whether relating to the granting of Security by the Company or otherwise) as the Directors shall determine.

70. If the Directors, or any of them, or any officer of the Company, shall become personally liable for the payment of any sum primarily due from the Company, they may execute, or cause to be executed, any mortgage, charge, or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the persons so becoming liable as aforesaid from any loss in respect of such liability.

71. The Directors shall cause minutes to be made in books provided for the purpose:-

(1) Of the names of the Directors present at each meeting of Directors and committees;

(2) Of all appointments of officers made by the Directors;

(3) Of all orders made by the Directors and committees;

(4) Of all cheques drawn by the Director upon the Bankers of the Company; and

(5) Of all resolutions and proceedings of the Company and of the Directors and committees;

And such minutes as aforesaid if signed by any person purporting to be the Chairman of any General Meeting of the Company, or of any meeting of the Directors, or of any committee, shall be receivable in evidence.

72. Every receipt of the Company, signed by the Manager, Secretary, or Treasurer, or by any two Directors, shall be an effectual discharge for the Money therein expressed to be received.

THE SEAL

73. The Seal of the Company shall not be affixed to any instrument or document except by the authority of a resolution of the Board of Directors, and in the presence of at least two Directors and of the Secretary, or such other person as the Directors may appoint for the purpose; and these two Directors and Secretary, or other person as aforesaid, shall sign every instrument or document to which the Seal of the Company is so affixed in their presence.

DISQUALIFICATION OF DIRECTORS

74. The office of a Director shall be vacated:-

(1) If he become bankrupt, or suspend payment, or compound with his creditors, and the Directors shall resolve that he is disqualified.

(2) If he becomes a lunatic or of unsound mind, or physically or mentally incapable of performing the functions of Director, and the Directors shall resolve that he is disqualified.

(3) If he cease to hold the necessary qualification for the office.

(4) If he shall absent himself from the meeting of the Directors during a period of three calendar months without special leave of absence from the Directors.

(5) If he be removed by resolution of the Company.

(6) If he is concerned or participates in the profits of any contract with the Company.

Provided, however, that no Director shall vacate his office by reason of his being a member of any company which has entered into contracts with, or done any work for, the Company of which he is a Director; but a Director shall not vote in respect of any such contract or work, and if he do so his vote shall not be counted.

ROTATION OF DIRECTORS

75. The first Directors shall continue in office until the First Ordinary General Meeting of the Company in 1920, and at such meeting new Directors shall be appointed, and at every succeeding Ordinary Meeting one-third of the Directors, or if their number is not a multiple of three, then the number nearest and not exceeding one-third, shall retire.

76. The one-third or other nearest number to retire at the Ordinary General Meeting to be held in the years 1921 and 1922, shall, unless the Directors agree among themselves, be determinable by ballot; in every subsequent year, the one-third, or other nearest number, who have been longest in office shall retire. A retiring Director shall, if qualified, be eligible for re-election.

77. When any question arises as to retirement by rotation of any Director or Directors, it shall be decided by the Board, whose decision shall be final and binding on all concerned.

78. The Company, at the Annual General Meeting at which any Directors retire, shall fill up the vacant offices by electing Directors in their stead.

79. If at any meeting at which an election of Directors ought to take place, the places of the retiring Directors are not filled up, the meeting shall stand adjourned till the same day in the next week at the same time and place; and, if at such adjourned meeting the places of the retiring Directors are not filled up, the retiring Directors, or such of them as have not had their places filled up shall be deemed to have been re-elected at the adjourned meeting.

80. The Company may from time to time in General Meeting increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office.

81. A Director may retire from his office upon giving one month's notice in writing to the Company of his intention so to do, and such resignation shall take effect upon the expiration of such notice, or its earlier acceptance.

82. The continuing Directors may act, notwithstanding any vacancy in their body, but so that if the number falls below the number herein fixed as a quorum the Directors shall not, except for the purpose of filling vacancies, act so long as the number is below that required as a quorum.

83. Any casual vacancy occurring in the Board of Directors may be filled up by the Directors, but the person so chosen shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

84. The Company may, by extraordinary resolution, remove any Director before the expiration of his period of office, and may by ordinary resolution appoint another person in his stead. The person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed.

PROCEEDINGS OF DIRECTORS

85. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of the votes of the Directors present. Four of the Directors for the time being shall be a quorum.

86. The Directors shall elect a Chairman of their meetings, and determine the period for which he is to hold office; but, if at any meeting the Chairman be not present at the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meeting. In case of any equality of votes, the Chairman, in addition to his original vote, shall have a casting vote.

87. The Directors may delegate any of their powers to Committees consisting of such members of their body or of the Company, or partly of the one and partly of the other, as they think fit. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on them by the Directors.

88. A Committee may elect a Chairman of their meetings. If no such Chairman be elected, or if he be not present at the time appointed for holding the same, the members present shall choose one of their number to be Chairman of such meeting.

89. A committee may meet and adjourn as they think proper. Questions arising at any meeting shall be determined by a majority of the votes of the members present, and in case of an equality of votes the Chairman, in addition to his original vote, shall have a casting vote.

90. All acts done by any meeting of the Directors or by a committee of Directors, or by any person acting bona fide as Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid, be as valid as if such Director or person had been duly appointed and was qualified to act.

DIVIDENDS AND RESERVE

91. Subject to the rights of members entitled to shares issued upon special conditions, the members are to be entitled to dividends in proportion to the amount paid up on the shares held by them respectively; provided, nevertheless, that where money is paid up in advance of calls upon the footing that the same shall carry interest, such money shall not (whilst carrying interest) confer a right to participate in profit.

92. The Company in General Meeting may declare a dividend, to be paid to the members according to their rights and interest in the profits.

93. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend.

94. No dividend shall be payable except out of the profits arising from the business of the Company, and in ascertaining the profits provision shall be made for paying or recouping any interest payable or paid in respect of interest due on moneys paid in advance of calls. The Directors may also provide out of such profits for depreciation and renewals, and for all needful repairs, alterations and extensions of ground and buildings and others.

95. The Directors may from time to time pay to the members on account of the next forthcoming dividend such interim dividends as in their judgment the position of the Company justifies.

96. Any General Meeting declaring a dividend may resolve that the same, or any part thereof, shall be applied in paying up pro tanto the Capital uncalled on the shares held by the members to whom the same would otherwise be payable, and the Directors shall give effect to such resolution accordingly; but any member whose shares are fully paid up shall be entitled to be paid his proportion of the dividend in cash.

97. The Directors may deduct from the dividends or interests payable to any member all such sums of money as may be due and payable by him to the Company on account of all calls, instalments, or otherwise.

98. In case several persons are registered as the joint-holders of any shares or stock, any one of such persons may give effectual receipts for all dividends and payments on account of dividends in respect of such shares or stock.

99. Notice of declaration of any dividend, whether interim or otherwise, shall be given to the registered members in manner hereinafter provided, or otherwise.

100. The Company shall not be responsible for the loss of any cheque, dividend warrant, or post-office order, which shall be sent by post to any member in respect of dividends.

101. All dividends unclaimed for one year after having been declared may be invested, or otherwise made use of for the benefit of the Company, until claimed. No dividend shall bear interest as against the Company.

102. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sum as they think proper as a Reserve Fund for contingencies or the gradual liquidation of any debt or liability of the Company, or for acquiring ground for the purposes of the Company.

103. The Directors may invest the sums from time to time set apart as a reserve fund in such manner as they think fit, or may employ the same in the business of the Company; and they may from time to time deal with and vary such investments, and dispose of all or any part thereof for the benefit of the Company and divide the reserve fund into such special funds as they think fit.

ACCOUNTS

104. The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company and all matters in respect of which such receipts and expenditure take place, and of the assets, credits, and liabilities of the Company.

105. Such books of account shall be kept at the Registered Office of the Company, or at such other place or places as the Directors think fit.

106. The Directors shall from time to time determine to what extent, and at what times and places, and under what conditions and regulations the accounts and books of the Company, or any of them, shall be open to the inspection of the members, and no member shall have any right of inspecting any account, or book, or document of the Company, except as conferred by statute, or authorised by the Directors, or by a resolution of the Company in General Meeting.

107. At the Ordinary Meeting in every year, the Directors shall lay before the Company a duly audited statement of the income and expenditure, the balance sheet containing a summary of the property and liabilities of the Company, and the profits of the business after deduction of all working and other charges, made up to a date not more than three months before the meeting from the date to which the last preceding statement and balance sheet applied, or in the case of the first statement and balance sheet, from the incorporation of the Company.

108. Every such statement shall be accompanied by a report of the Directors as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividends or bonus to the members, and the amount which they propose to carry to the Reserve Fund, according to the provisions in that behalf hereinbefore contained, and the statement, report, and balance sheet shall be signed by two Directors, and countersigned by the Manager, Secretary, or Treasurer.

109. A copy of such balance sheet and report shall, seven days before the meeting to which it is to be submitted, be transmitted by post to each of the registered shareholders of the Company.

AUDIT

110. Once at least in every year the accounts of the Company shall be examined, and the correctness of the statement and balance sheet ascertained by one or more auditors.

111. The first auditors (who shall be Chartered Accountants) shall be appointed by the Directors; subsequent auditors shall be appointed by the Company at the Ordinary Meeting in each year.

The remuneration (if any) of the first auditor or auditors shall be fixed by the Directors, and of subsequent auditors by the Company in General Meeting. Any auditor quitting office shall be eligible for re-election. If one auditor only is appointed, all the provisions herein contained relating to auditors shall apply to him.

112. The auditors may be members of the Company, but no person shall be eligible as an auditor who is interested, otherwise than as a member of the Company, in any transaction thereof, and no Director or other officer shall be eligible as auditor during his continuance in office. If any casual vacancy occurs in the office of auditor the Directors shall forthwith fill up the same.

113. The auditors shall be duly supplied with a copy of the statement of accounts and balance sheet intended to be laid before the Company in General Meeting, and it shall be their duty to examine the same with the accounts and vouchers relating thereto, and to report to the Company in General Meeting thereon. The auditors shall at all reasonable times have access to the books and accounts of the Company and shall when required by the Directors examine the accounts of the Company and report thereon in writing to the Board.

114. Every account of the Directors, when audited and approved by a General Meeting, shall be conclusive, except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected and thenceforth shall be conclusive.

NOTICES

115. A notice may be served by the Company upon any member whose registered address is in the United Kingdom, either personally, or by sending it through the post in a prepaid letter, addressed to such member at his registered place of address.

116. Members who have no registered address, or no registered address in the United Kingdom, shall not be entitled to receive any notice from the Company.

117. All notices with respect to shares or stock standing in the names of joint-holders, shall be given to whichever of such person is named first in the register, and notice so given shall be sufficient notice to all the holders of such shares or stock.

118. Any notice sent by post shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of post; and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put in the post office.

119. All notices required or authorised by statute, or by those presents or otherwise, to be given by advertisement, shall, unless otherwise directed, be advertised either in the Glasgow Herald or other newspaper approved of by the Directors.

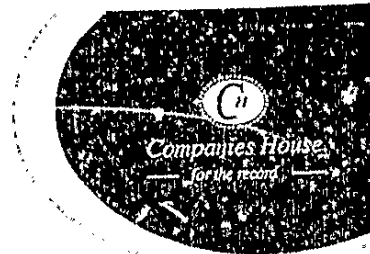
120. Any person who, by operation of law, transfer, or other means whatsoever, shall become entitled to any share or stock, shall be bound by every notice in respect of such share or stock, which, previously to his name and address being entered on the register, shall have been duly given to the person from whom he derives title to such share or stock.

121. Any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these presents shall, notwithstanding such member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares or stock, whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint-holder thereof, and such service shall, for all purposes of these presents, be deemed a sufficient service for such notice or document on his heirs, executors, or administrators, and all persons (if any) jointly interested with him in any such share or stock.

122. Where a given number of days' notice, or notice extending over any other period, is required to be given, the day of service shall, but the day upon which such notice will expire shall not, be included in such number of days or other period.

INDEMNITY

123. Every Director, Manager, Secretary, or other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors, out of the funds of the Company, to pay all costs, loss, and expenses which any such officer or servant may incur or have become liable to by reason of any contract entered into, or act or deed done by him as such officer or servant, or in any way to the discharge of his duties; and no Director or other officer of the Company shall be liable for the acts, receipts, neglects, or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act of any person with whom any moneys, securities, or effects of the Company shall be deposited, or for any loss, damage, or misfortune whatever which shall happen in the execution of the duties of his respective office or in relation thereto, unless the same happens through his own wilful act or default.



Crown Way Cardiff CF14 3UZ
www.companieshouse.gov.uk

NOTICE OF ILLEGIBLE DOCUMENTS

Companies House regrets that documents in this company's microfiche record have pages which are illegible.

This has been noted but unfortunately steps taken to rectify this were unsuccessful.

Companies House would like to apologise for any inconvenience this may cause.

COMPANY INFORMATION SUPPLIED BY COMPANIES HOUSE

Companies House is a registry of company information. We carry out basic checks to make sure that documents have been fully completed and signed, but we do not have the statutory power or capability to verify the accuracy of the information that companies send to us. We accept all information that companies deliver to us in good faith and place it on the public record. The fact that the information has been placed on the public record should not be taken to indicate that Companies House has verified or validated it in any way.