

Company Number

SC 406352

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

## Articles of Association

of

Motherwell Football Club Community Trust

(INCORPORATING UPDATED  
CLAUSE 23.3)

TUESDAY



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SCT 30/03/2021 #72  
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## **1 Constitution of the Company**

The model articles of association as prescribed in Schedule 2 to The Companies (Model Articles) Regulations 2008 are excluded in respect of the Company (as hereinafter defined).

## **2 Defined Terms**

2.1 In these Articles the following definitions and rules of interpretation shall apply:

- 2.1.1 "2005 Act" means the Charities and Trustee Investment (Scotland) Act 2005;
- 2.1.2 "Act" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
- 2.1.3 "Articles" means the articles of association of the Company;
- 2.1.4 "Charitable Purpose" means a charitable purpose under section 7 of the 2005 Act which is also regarded as a charitable purpose in relation to the applications of the Taxes Acts;
- 2.1.5 "Company" means Motherwell Football Club Community Trust (Company Number [   ]);
- 2.1.6 "Electronic Communication " has the same meaning as is assigned to that expression in the Electronic Communications Act 2000;
- 2.1.7 "Eligibility Criteria" means the criteria which prospective directors of the Company must meet as the same may be prescribed by the members of the Company from time to time;
- 2.1.8 "Memorandum" means the memorandum of association of the Company;
- 2.1.9 "OSCR" means the Office of the Scottish Charity Regulator or any other body which from time to time takes over all or substantially all of its regulatory and supervisory powers and responsibilities;
- 2.1.10 reference in these Articles to the singular shall be deemed to include the plural;
- 2.1.11 a reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it and any former statute or statutory provision which it amends or re-enacts; and
- 2.1.12 a reference to a "person" includes a corporate or unincorporated body (whether or not having a separate legal personality).

## **3 Objects**

3.1 The Company shall operate for the advancement for the public benefit of the following charitable purposes or objects:

- 3.1.1 the advancement of public participation in sport in Lanarkshire through the promotion, alone or in conjunction with others, of participation in football and other sporting activities and acting as advisors in relation to the development of football and other sporting activities;

- 3.1.2 the advancement of health in Lanarkshire by the promotion, alone or in conjunction with others, of the benefits of physical activity and provision of assistance in relation to sports-related and healthy lifestyle matters;
  - 3.1.3 the advancement of community development in Lanarkshire by promoting alone or in conjunction with others, participation in football clubs and other sports, diversionary, activities and citizenship to all sections of the community;
  - 3.1.4 the advancement of education in the community in Lanarkshire by promoting, alone or in conjunction with others, football and other sports, literacy, numeracy, employment skills, life skills, social inclusion, and social activities to all sections of the community;
  - 3.1.5 the promotion of equality and diversity by encouraging participation and integration into a range of inclusive and accessible programmes which strive to bring together all sections of the community;
  - 3.1.6 to promote, develop and provide a wider understanding and appreciation of the arts generally, heritage and culture alone, or in conjunction with others to all sections of the community;
  - 3.1.7 the provision of recreational facilities, or the organisation of recreational activities, with the object of improving the conditions of life for the persons for whom the facilities or activities are primarily intended; and
  - 3.1.8 the advancement of any of the above purposes or objects by the giving of grants or the provision of funding to persons undertaking projects, initiatives and/or activities which further any of the above objects and are wholly charitable within the meaning of the Taxes Acts and section 7 of the Charities and Trustee Investment (Scotland) Act 2005.
- 3.2 The Company's objects are restricted to those set out in Article 3.1 but are subject to Article 3.3.
- 3.3 The Company may, subject to first obtaining the consent of OSCR, add to, remove or alter the statement of the Company's objects in Article 3; on any occasion when it does so, it must give notice to the registrar of companies and the amendment will not be effective until that notice is registered on the register of companies.

#### **4 Powers**

- 4.1 In pursuance of the purposes or objects set out in Article 3 (but not otherwise), the Company shall have the following powers:
- 4.1.1 to establish and promote companies whose activities may further one or more of the above objects, or may generate income to support the activities of the Company, acquire and hold shares in such companies and carry out, in relation to any such company which is a subsidiary of the Company, all such functions as may be associated with a holding company;
  - 4.1.2 to acquire and take over the whole or any part of the undertaking and liabilities of any body holding property or rights which are suitable for the Company's activities;

- 4.1.3 to purchase, take on lease, hire, or otherwise acquire, any property or rights which are suitable for the Company's activities;
- 4.1.4 to improve, manage, develop, or otherwise deal with, all or any part of the property and rights of the Company;
- 4.1.5 to sell, let, hire out, license, or otherwise dispose of, all or any part of the property and rights of the Company;
- 4.1.6 to lend money and give credit (with or without security) and to grant guarantees and issue indemnities;
- 4.1.7 to borrow money, and to grant security in support of any such borrowings by the Company, in support of any obligations undertaken by the Company or in support of any guarantee granted by the Company;
- 4.1.8 to employ such staff as are considered appropriate for the proper conduct of the Company's activities, and to make reasonable provision for the remuneration of such staff and for the payment of pension and/or other benefits for members of staff, ex-members of staff and their dependants;
- 4.1.9 to engage such consultants and advisers as are considered appropriate from time to time;
- 4.1.10 to effect insurance of all kinds (which may, for the avoidance of doubt, include directors' and officers' liability insurance);
- 4.1.11 to invest any funds which are not immediately required for the Company's activities in such investments as may be considered appropriate (and to dispose of, and vary, such investments);
- 4.1.12 to liaise with other charitable or voluntary sector bodies, local authorities, UK or Scottish government departments and agencies, and other bodies, all with a view to furthering the Company's objects;
- 4.1.13 to establish and/or support any other charitable body, and to make donations for any charitable purpose falling within or analogous to the Company's objects;
- 4.1.14 to take such steps as may be deemed appropriate for the purpose of raising funds for the Company's activities;
- 4.1.15 to accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them);
- 4.1.16 to oppose, or object to, any application or proceedings which may prejudice the Company's interests;
- 4.1.17 to enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Company, and to enter into any arrangement for co-operation or mutual assistance with any charitable body;

4.1.18 to amalgamate with any charitable body, whether incorporated or unincorporated, having objects altogether or in part similar to those of the Company; and

4.1.19 to do anything which may be incidental or conducive to the furtherance of any of the Company's objects.

4.2 In this Article 4:

4.2.1 "property" means any property, heritable or moveable, wherever situated.

4.2.2 and throughout these Articles: the expression "charity" shall mean a body which is either a "Scottish charity" within the meaning of section 13 of the 2005 Act or a "charity" within the meaning of section 1 of the Charities Act 1996; and the expression "charitable purpose" shall mean a charitable purpose under section 7 of the 2005 Act which is also regarded as a charitable purpose in relation to the Taxes Acts; and

4.2.3 any reference in these Articles to a provision of any legislation shall include any statutory modification or re-enactment of that provision in force from time to time.

## **5 Restrictions on the use of the Company's assets**

5.1 The income and property of the Company shall be applied solely towards promoting the Company's objects (as set out in Article 3).

5.2 No part of the income or property of the Company shall be paid or transferred (directly or indirectly) to the members of the Company, whether by way of dividend, bonus or otherwise.

5.3 No director of the Company shall be appointed as a paid employee of the Company; no director shall hold any office under the Company for which a salary or fee is payable.

5.4 No benefit (whether in money or in kind) shall be given by the Company to any director except (i) repayment of out-of-pocket expenses or (ii) reasonable payment in return for particular services (not being of a management nature) actually rendered to the Company.

## **6 Liability of Members**

6.1 The liability of the members is limited.

6.2 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he/she is a member or within one year after he/she ceases to be a member, for payment of the Company's debts and liabilities contracted before he/she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

## **7 Winding Up**

7.1 If upon the winding-up of the Company any property remains after satisfaction of all the Company's debts and liabilities, such property shall not be paid to or distributed among the members of the Company; that property shall instead be transferred to some

other charitable body or bodies (whether incorporated or unincorporated) whose objects are similar (wholly or in part) to the objects of the Company.

7.2 The body or bodies to which property is transferred under Article 7.1 shall be determined by the members of the Company at or before the time of dissolution or, failing such determination, by such court as may have jurisdiction at the time.

7.3 To the extent that effect cannot be given to the provisions of Articles 7.1 and 7.2, the relevant property shall be applied to some other charitable object or objects.

## **8 Accounting Records**

Accounting records shall be kept in accordance with all applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place and a record of the assets and liabilities of the Company; such accounting records shall be open to inspection at all times by any director of the Company.

## **9 Qualifications for membership**

9.1 The subscribers to the Memorandum shall be the first members of the Company and no person shall be admitted as a member of the Company unless approved by a unanimous resolution of the members.

9.2 Membership of the Company shall not be transferable.

9.3 If and for so long as the Company has only one member, the following provisions shall apply:

9.3.1 one person entitled to vote upon the business to be transacted, being a duly authorised representative of the sole member, shall be a quorum;

9.3.2 a duly authorised representative of the sole member shall be the chair of any general meeting of the Company; and

9.3.3 all other provisions of these Articles shall, in the absence of any express provision to the contrary, apply with such modification as may be necessary in relation to a company which has only one member.

## **10 Register of members**

The directors shall maintain a register of members, setting out the full name and address of each member, the date on which he/she was admitted to membership, and the date on which any person ceased to be a member.

## **11 Withdrawal from membership**

Any person who wishes to withdraw from membership shall sign, and lodge with the Company, a written notice to that effect; on receipt of the notice by the Company, he/she shall cease to be a member with immediate effect.

## **12 General meetings**

12.1 The directors shall convene an annual general meeting in each year.

12.2 Not more than 15 months shall elapse between one annual general meeting and the next.

- 12.3 The business of each annual general meeting shall include:
- 12.3.1 a report by the chair on the activities of the Company; and
  - 12.3.2 consideration of the annual accounts of the Company.
- 12.4 The directors may convene an extraordinary general meeting at any time.
- 12.5 The directors must convene an extraordinary general meeting if there is a valid requisition by members (under section 303 of the Act) or a requisition by a resigning auditor (under section 518 of the Act).
- 13 Notice of general meetings**
- 13.1 At least 14 clear days' notice must be given to all members in respect of a general meeting or an extraordinary general meeting.
- 13.2 The reference to "clear days" in Article 13.1 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted (or, in the case of a notice contained in an electronic communication, the day after it was sent) and also the day of the meeting, should be excluded.
- 13.3 A notice calling a meeting shall specify the time and place of the meeting; it shall (a) indicate the general nature of the business to be dealt with at the meeting and (b) if a special resolution, or a resolution requiring special notice under the Act, is to be proposed, shall also state that fact, giving the exact terms of the resolution.
- 13.4 A notice convening an annual general meeting shall specify that the meeting is to be an annual general meeting; any other general meeting shall be called an extraordinary general meeting.
- 13.5 Notice of every general meeting shall be given (either in writing or, where the party to whom notice is given has notified the Company of an address to be used for the purpose of electronic communications, by way of an electronic communication) to all the members and directors, and (if there are auditors in office at the time) to the auditors.
- 14 Special resolutions and ordinary resolutions**
- 14.1 For the purposes of these Articles, a "special resolution" means a resolution passed by 75% or more of the votes cast on the resolution at an annual general meeting or extraordinary general meeting, providing proper notice of the meeting and of the intention to propose the resolution has been given in accordance with Articles 13.1 to 13.5; for the avoidance of doubt, the reference to a 75% majority relates only to the number of votes cast in favour of the resolution as compared with the number of votes cast against the resolution, and accordingly no account shall be taken of abstentions or members absent from the meeting.
- 14.2 In addition to the matters expressly referred to elsewhere in these Articles, the provisions of the Act allow the Company, by special resolution:
- 14.2.1 to alter its name; or
  - 14.2.2 to alter any provision of these Articles or adopt new articles of association.

- 14.3 For the purposes of these Articles, an "ordinary resolution" means a resolution passed by majority vote (taking account only of those votes cast in favour as compared with those votes against, and (as applicable) the chair's casting vote), at an annual general meeting or extraordinary general meeting, providing proper notice of the meeting has been given in accordance with Articles 13.1 to 13.4.

**15 Procedure at general meetings**

- 15.1 No business shall be dealt with at any general meeting unless a quorum is present. Without prejudice to the terms of Article 9.3, the quorum for a general meeting shall be two members.
- 15.2 If a quorum is not present within 15 minutes after the time at which a general meeting was due to commence or if, during a meeting, a quorum ceases to be present, the meeting shall stand adjourned to such time and place as may be fixed by the chair of the meeting.
- 15.3 The chair of the Company shall (if present and willing to act as chair) preside as chair of each general meeting; if the chair is not present and willing to act as chair within 15 minutes after the time at which the meeting was due to commence, the directors present at the meeting shall elect from among themselves the person who will act as chair of that meeting.
- 15.4 The chair of a general meeting may, with the consent of the meeting, adjourn the meeting to such time and place as the chair may determine.
- 15.5 Every member shall have one vote, which, whether on a show of hands or on a secret ballot, must be given personally.
- 15.6 If there is an equal number of votes for and against any resolution, the chair of the meeting shall be entitled to a casting vote.
- 15.7 A resolution put to the vote at a general meeting shall be decided on a show of hands unless a secret ballot is demanded by the chair; a secret ballot may be demanded either before the show of hands takes place, or immediately after the result of the show of hands is declared.
- 15.8 If a secret ballot is demanded, it shall be taken at the meeting and shall be conducted in such a manner as the chair may direct; the result of the ballot shall be declared at the meeting at which the ballot was demanded.

**16 Number of directors**

The minimum number of directors shall be two unless otherwise determined by the directors. There shall be no maximum number of directors unless otherwise determined by the directors.

**17 Appointment of directors**

- 17.1 The directors of the Company shall be such persons as are appointed as directors in accordance with Article 17.2.
- 17.2 Any member of the Company shall have the power from time to time and at any time to appoint any person or persons as a director of the Company.



17.3 Any appointment made pursuant to Article 17.2 shall be made subject to the terms of Article 18 and shall be by notice in writing signed for and on behalf of the relevant appointing member and the director(s) being nominated (indicating his/her consent to the appointment) and delivered to the Company. Such appointment shall take effect upon the date of lodgement of the notice at the registered office of the Company or such later date as may be specified in the notice.

17.4 Any member shall have the power at any time to remove from office any director appointed in terms of Article 17.2 by notice in writing signed for and on behalf of the relevant member and delivered to the Company. Such removal shall take effect upon the date of lodgement of the notice at the registered office of the Company or such later date as may be specified in the notice.

## **18 Termination of office**

18.1 A person cannot become or remain as a director if:

18.1.1 he/she ceases to be a director through the operation of any provision of the Act or becomes prohibited by law from being a director and/or a charity trustee;

18.1.2 he/she is or becomes disqualified from being a charity trustee pursuant to section 69 of the 2005 Act or has been suspended or removed as a charity trustee pursuant to section 34 of the 2005 Act;

18.1.3 he/she is found to be or have been in serious or persistent breach of any duties imposed on charity trustees pursuant to section 66 of the 2005 Act;

18.1.4 he/she becomes incapable for medical reasons of fulfilling the duties of his/her office and such incapacity is expected to continue for a period of more than six months;

18.1.5 he/she becomes an employee of the Company;

18.1.6 he/she resigns office by notice to the Company;

18.1.7 he/she is absent (without permission of the directors) from more than three consecutive meetings of the directors, and the directors resolve to remove him/her from office;

18.1.8 he/she is removed from office by a resolution (or written notice signed by) at least half of all of the other directors from time to time;

18.1.9 he/she at any time fails to meet any of the Eligibility Criteria;

18.1.10 he/she is declared bankrupt under the Bankruptcy (Scotland) Act 1985;

18.1.11 he/she is involved in a formal arrangement with all of his/her creditors;

18.1.12 he/she is sentenced to prison for a month or more or have been convicted of a crime of dishonesty for which the rehabilitation period in terms of the Rehabilitation of Offenders Act 1974 has not expired or for which rehabilitation is excluded in terms of the said Act;

18.1.13 he/she is involved in any legal proceedings in any court or tribunal by or against the Company; or

18.1.14 he/she is removed from office by ordinary resolution (special notice having been given) pursuant to section 303 of the Act or has otherwise been required to vacate office in terms of this Article 18.

**19 Register of directors**

The directors shall maintain a register of directors, setting out full details of each director, including the date on which he/she became a director, and also specifying the date on which any person ceased to hold office as a director.

**20 Office bearers**

20.1 The directors shall elect from among themselves a chair and a treasurer, and such other office bearers (if any) as they consider appropriate.

20.2 All of the office bearers shall cease to hold office at the conclusion of each annual general meeting, but shall then be eligible for re-appointment.

20.3 A person elected to any office shall cease to hold that office if he/she ceases to be a director or if he/she resigns from that office by written notice to that effect.

**21 Powers of directors**

21.1 Subject to the provisions of the Act, the Memorandum and these Articles, and subject to any directions given by special resolution, the Company and its assets and undertaking shall be managed by the directors, who may exercise all of the powers of the Company.

21.2 A meeting of the directors at which a quorum is present may exercise all powers exercisable by the directors.

**22 Directors' interests**

22.1 A director who has a personal interest in any transaction or other arrangement which the Company is proposing to enter into must declare that interest at a meeting of the directors; he/she will be debarred from voting on the question of whether or not the Company should enter into that arrangement and must leave the meeting while such transaction or other arrangement is being considered.

22.2 For the purposes of Article 22.1, a director shall be deemed to have a personal interest in an arrangement if any partner or other close relative of his/hers or any firm of which he/she is a partner or any limited company of which he/she is a substantial shareholder or director (or any other party who/which is deemed to be connected with him/her for the purposes of section 317 of the Act), has a personal interest in that arrangement.

22.3 Provided:

22.3.1 he/she has declared his/her interest;

22.3.2 he/she has not voted on the question of whether or not the Company should enter into the relevant arrangement; and

22.3.3 the requirements of Articles 22.4 and 22.5 are complied with,

a director will not be debarred from entering into an arrangement with the Company in which he/she has a personal interest (or is deemed to have a personal interest under

Article 22.2) and may retain any personal benefit which he/she gains from his/her participation in that arrangement.

22.4 No director may serve as an employee (full time or part time) of the Company, and no director may be given any remuneration by the Company for carrying out his/her duties as a director.

22.5 Where a director provides services to the Company or might benefit from any remuneration paid to a connected party for such services, then:

22.5.1 the maximum amount of the remuneration must be specified in a written agreement and must be reasonable;

22.5.2 the directors must be satisfied that it would be in the interests of the Company to enter into the arrangement (taking account of that maximum amount); and

22.5.3 less than half of the directors must be receiving remuneration from the Company (or benefit from remuneration of that nature).

22.6 The directors may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the directors, general meetings, or meetings of committees, or otherwise in connection with the carrying-out of their duties.

## **23 Procedure at directors' meetings**

23.1 Any director may call a meeting of the directors or request the secretary to call a meeting of the directors. A meeting of the directors shall be called by at least seven clear days' notice but may be called by shorter notice if it is so agreed by a majority of the directors. The notice calling a meeting of the directors shall specify the time and place of the meeting and shall set out in reasonable detail the general nature of the business to be transacted at the meeting. The accidental omission to give notice of a meeting of the directors to, or the non-receipt of notice of a meeting by, any director shall not invalidate the proceedings at that meeting.

23.2 Questions arising at a meeting of the directors shall be decided by a majority of votes; if an equality of votes arises, the chair of the meeting shall have a casting vote. If any issue arises which is not dealt with in terms of these Articles, the chair of the meeting at which such issue arises shall decide how the issue shall be dealt with and such decision shall be final and binding on the other directors.

23.3 No business shall be dealt with at a meeting of the directors unless a quorum is present; the quorum for meetings of the directors shall be three.

23.4 If at any time the number of directors in office falls below the number fixed as the quorum, the remaining director(s) may act only for the purpose of filling vacancies or of calling a general meeting.

23.5 Unless he/she is unwilling to do so, the chair of the Company shall preside as chair at every directors' meeting at which he/she is present; if the chair is unwilling to act as chair or is not present within 15 minutes after the time when the meeting was due to commence, the directors present shall elect from among themselves the person who will act as chair of the meeting.

23.6 The directors may, at their discretion, allow any person who they reasonably consider appropriate, to attend and speak at any meeting of the directors; for the avoidance of doubt, any such person who is invited to attend a directors' meeting shall not be entitled to vote.

23.7 A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he/she is not entitled to vote.

23.8 The directors may, by ordinary resolution, suspend or relax to any extent, either generally or in relation to any particular matter, the provisions of Articles 23.1 to 23.7 inclusive.

## **24 Conduct of directors**

24.1 Each of the directors shall, in exercising his/her functions as a director of the Company, act in the interests of the Company and, in particular, must:

24.1.1 seek, in good faith, to ensure that the Company acts in a manner which is in accordance with its objects (as set out in the Memorandum);

24.1.2 act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;

24.1.3 in circumstances giving rise to the possibility of a conflict of interest between the Company and any other party: put the interests of the Company before that of the other party, in taking decisions as a director; and where any other duty prevents him/her from doing so, disclose the conflicting interest to the Company and refrain from participating in any discussions or decisions involving the other directors with regard to the matter in question;

24.1.4 ensure that the Company complies with any direction, requirement, notice or duty imposed on it by the Act;

24.1.5 take such steps as are reasonably practicable for the purposes of ensuring that any breach of a duty under this Article 24 is corrected by the director concerned and not repeated; and

24.1.6 take such steps as are reasonably practicable for the purposes of ensuring that any director who has been in serious or persistent breach of a duty under this Article 24 is removed as a director in terms of Article 18.

## **25 Delegation to sub-committees and others**

25.1 The directors may delegate any of their powers to any sub-committee consisting of two or more directors and such other persons (if any) and on such terms as the directors may determine; they may also delegate to the chair of the Company (or the holder of any other post) or to any other person such of their powers on such terms as they may consider appropriate.

25.2 Any delegation of powers under this Article 25 may be made subject to such conditions as the directors may impose and may be revoked or altered.

25.3 The rules of procedure for any sub-committee shall be as prescribed by the directors from time to time.

**26 Operation of bank accounts**

The signatures of two signatories authorised by the directors shall be required in relation to all operations (other than lodgement of funds) on the bank and building society accounts held by the Company. At least one out of the two signatures must be the signature of a director.

**27 Secretary**

The Company secretary shall be appointed by the directors for such term, at such remuneration (if any), and upon such conditions, as they may think fit; the Company secretary may be removed by the directors at any time.

**28 Minutes**

The directors shall ensure that minutes are made of all proceedings at general meetings, directors' meetings and meetings of committees; a minute of any meeting shall include the names of those present, and (as far as possible) shall be signed by the chair of the meeting.

**29 Accounting records and annual accounts**

29.1 The directors shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.

29.2 The directors shall prepare annual accounts, complying with all relevant statutory requirements; if an audit is required under any statutory provisions or if they otherwise think fit, they shall ensure that an audit of such accounts is carried out by a qualified auditor.

29.3 Any member of the Company shall have the right to inspect any accounting or other records, or any document of the Company at any time.

**30 Notices**

30.1 Any notice which requires to be given to a member under these Articles shall be given either in writing or by way of an electronic communication; such a notice may be given personally to the member or be sent by post in a pre-paid envelope addressed to the member at the address last intimated by him/her to the Company or (in the case of a member who has notified the Company of an address to be used for the purpose of electronic communications) may be given to the member by way of an electronic communication.

30.2 Any notice, if sent by post, shall be deemed to have been given at the expiry of 24 hours after posting; for the purpose of proving that any notice was given, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.

30.3 Any notice contained in an electronic communication shall be deemed to have been given at the expiry of 24 hours after it is sent; for the purpose of proving that any electronic communication was sent, it shall be sufficient to provide any of the evidence referred to in the relevant guidance issued from time to time by the Chartered Institute of Secretaries and Administrators.

**31 Winding-up**

If the Company is wound up, the liquidator shall give effect to the provisions of Article 7.

**32 Indemnity**

- 32.1 Every director or other officer or auditor of the Company shall be indemnified (to the extent permitted by section 232, 234, 235, 532 and 533 of the Act) out of the assets of the Company against any loss or liability which he/she may sustain or incur in connection with the execution of the duties of his/her office; that may include, without prejudice to that generality, (but only to the extent permitted by those sections of the Act), any liability incurred by him/her in defending any proceedings (whether civil or criminal) in which judgement is given in his/her favour or in which he/she is acquitted or any liability in connection with an application in which relief is granted to him/her by the court from liability for negligence, default or breach of trust in relation to the affairs of the Company.
- 32.2 The Company shall be entitled to purchase and maintain for any director or other officer insurance against any loss or liability which any director or other officer of the Company may sustain or incur in connection with the execution of the duties of his/her office, and such insurance may extend to liabilities of the nature referred to in section 232 (2) of the Act.