

Company number: 06673845

ASSURED SOLUTIONS HOLDINGS LIMITED

(the Company)

WRITTEN RESOLUTION OF MEMBERS

CIRCULATION DATE 11 JULY 2012

THURSDAY



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A05

19/07/2012

#379

COMPANIES HOUSE

The directors of the Company propose that the resolution set out at paragraph (1) be proposed as an **Ordinary Resolution** and the resolution set out at paragraph (2) be proposed as a **Special Resolution**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 we, the undersigned, being all the persons who at the date of circulation of this Resolution are eligible to vote on the same hereby irrevocably resolve as follows

Please read the notes at the end of this document before signifying your agreement to the Resolution.

	ORDINARY RESOLUTION
(1)	THAT the 4 B ordinary shares in the Company held by Howard Murfin and transferred to Zoe Shaw on even date be re-designated as A ordinary shares
	SPECIAL RESOLUTION
(2)	THAT the draft articles of association attached to the resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

AGREEMENT

Please read the notes accompanying this document before signifying your agreement to the Resolution

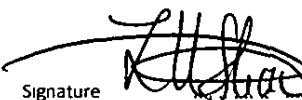
The undersigned, a person entitled on the date set out above to vote on the written resolutions,  
irrevocably agrees to the Resolution

Signed by Adam Shaw

Signature 


Date 11 July 2012

Signed by Zoe Shaw

Signature 

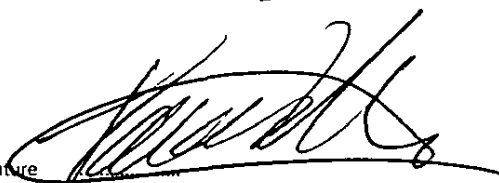
Date 11 July 2012

Signed by Howard Murfin

Signature 

Date 11/7/12

Signed by David Axon

Signature 


Date 11 July 2012

Signed by John Wigg

Signature 


Date 11/7/12

Signed by Lisa Holmes

Signature 

Date 11/7/12

Signed by Paul Quinlan

Signature 

Date: 11 July 2012

## NOTES

- 1 You can choose to agree to all of the resolutions or none of them but you cannot agree to some only of the resolutions. If you agree to all of the resolutions, please signify your agreement by signing and dating this document where indicated above and returning it to the Company
- 2 If you do not agree to all of the resolutions, you do not need to do anything. You will not be deemed to agree if you do not reply
- 3 Once you have indicated your agreement to all of the resolutions, you may not revoke your agreement
- 4 If you agree to all of the resolutions please sign and date this document and return it to the Company using one of the following methods
  - (a) **By Hand** delivering the signed copy to the Company at its registered office,
  - (b) **Post** returning the signed copy by post to the Company at its registered office
- 5 Where, by 28 days after the Circulation Date, insufficient agreement has been received for a resolution to pass, such resolution will lapse. If you agree to all of the resolutions, please ensure that your agreement reaches us before or during this date
- 6 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members
- 7 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

COMPANY NUMBER 06673845

COMPANIES ACT 2006


PRIVATE COMPANY LIMITED BY SHARES

Articles of Association

of

Assured Solutions Holdings Limited

Adopted by a written resolution dated 11 July 2012



G1 Bellringer Road  
Trentham Business Quarter  
Stoke on Trent, ST4 8GB  
01782 646320

SOLICITORS  
**RS**

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Company number. 06673845

**COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION OF**  
**ASSURED SOLUTIONGS HOLDINGS LIMITED**

Adopted by a Written Resolution dated 11 July 2012

**INTRODUCTION**

**1. INTERPRETATION**

1 1 The definitions and rules of interpretation in this article apply in these Articles

**A Shares:** the A ordinary shares of £1 00 each

**Act:** means the Companies Act 2006

**appointor:** has the meaning given in article 11 1

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

**B Shares:** the B ordinary shares of £1 00 each

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

**C Shares:** the C ordinary shares of £1 00 each

**Conflict:** has the meaning given in article 7 1

**D Shares:** the E ordinary shares of £1 00 each

**E Shares.** the E ordinary shares of £1 00 each

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

**F Shares:** the F ordinary shares of £1 00 each

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

**Ordinary Shares:** the ordinary shares of £1 00 each

**Preference Shares:** the redeemable preference shares of £1 00 each

**Shares:** together the Ordinary Shares, the A Shares, the B Shares, the C Shares, the D Shares, the E Shares, the F Shares and the Preference Shares

- 1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles
- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- 1 5 1 any subordinate legislation from time to time made under it, and
- 1 5 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 7 The Model Articles shall apply to the company, except in so far as they are modified or excluded by these Articles
- 1 8 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the company

- 1 9 Article 7 of the Model Articles shall be amended by
- 1 9 1 the insertion of the words "for the time being" at the end of article 7(2)(a), and
- 1 9 2 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may"
- 1 10 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary (if one is appointed)" before the words "properly incur"
- 1 11 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"
- 1 12 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But"
- 1 13 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name"

## **DIRECTORS**

### **2. UNANIMOUS DECISIONS**

- 2 1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter
- 2 2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing
- 2 3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting

### **3. CALLING A DIRECTORS' MEETING**

Any director may call a directors' meeting by giving not less than 5 business days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice



#### **4. QUORUM FOR DIRECTORS' MEETINGS**

4 1 Subject to article 4 2, the quorum for the transaction of business at a meeting of directors is any two eligible directors or such other greater number of eligible directors as may be fixed from time to time by a decision of the directors

4 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 7 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director

4 3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision

4 3 1 to appoint further directors, or

4 3 2 to call a general meeting so as to enable the shareholders to appoint further directors

#### **5. CASTING VOTE**

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

#### **6. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

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

6 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested,

6 1 2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested,

6 1 3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested,

6 1 4 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,

6 1 5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested, and

6 1 6 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

## **7. DIRECTORS' CONFLICTS OF INTEREST**

7 1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**)

7 2 Any authorisation under this article 7 will be effective only if

7 2 1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,

7 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director, and

- 7 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted
- 7 3 Any authorisation of a Conflict under this article 7 may (whether at the time of giving the authorisation or subsequently)
- 7 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
- 7 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
- 7 3 3 provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict,
- 7 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
- 7 3 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the company) information that is confidential to a third party, he will not be obliged to disclose that information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence, and
- 7 3 6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters
- 7 4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict
- 7 5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation

- 7 6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

## **8 RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

## **9 NUMBER OF DIRECTORS**

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

## **10. APPOINTMENT OF DIRECTORS**

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

## **11. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

- 11 1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

11 1 1 exercise that director's powers, and

11 1 2 carry out that director's responsibilities,

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

- 11 2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors

11 3 The notice must

11 3 1 identify the proposed alternate, and

11 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

**12. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

12 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor

12 2 Except as the Articles specify otherwise, alternate directors

12 2 1 are deemed for all purposes to be directors,

12 2 2 are liable for their own acts and omissions,

12 2 3 are subject to the same restrictions as their appointors, and

12 2 4 are not deemed to be agents of or for their appointors

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

12 3 A person who is an alternate director but not a director

12 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),

12 3 2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and

12 3 3 shall not be counted as more than one director for the purposes of articles 12 3 1 and 12 3 2

12 4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but

shall not count as more than one director for the purposes of determining whether a quorum is present

- 12 5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

### **13. TERMINATION OF ALTERNATE DIRECTORSHIP**

An alternate director's appointment as an alternate terminates.

13 1 1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,

13 1 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,

13 1 3 on the death of the alternate's appointor, or

13 1 4 when the alternate's appointor's appointment as a director terminates

### **14 SECRETARY**

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

## **SHARES**

### **15. SHARE CAPITAL**

15 1 The Company shall not have a maximum amount of shares that may be allotted

15 2 The share capital of the Company at the date of adoption of these Articles is divided into Ordinary Shares, A Shares, B Shares, C Shares, D Shares, E Shares, F Shares and Preference Shares

- 15 3 Except as otherwise provided in these articles, the Ordinary Shares, the A Shares, the B Shares, the C Shares, the D Shares, the E Shares and the F Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares
- 15 4 As regards dividends the directors may declare interim dividends and recommend dividends to the Company at different rates on each class of Shares and in particular may declare a dividend on any one or more class of Shares to the exclusion of one or more of the other classes of Shares
- 15 5 Subject to the Act and without prejudice to the rights attached to any existing shares, any share may be issued with or have attached to it such rights or restrictions as the Company may by special resolution determine
- 15 6 In accordance with and subject to the provisions of the Act the Company may
- 15 6 1 subject to any rights conferred on the holders of any other shares issue shares that are to be redeemed or are liable to be redeemed at the option of the Company or holder,
- 15 6 2 subject to any rights conferred on the holders of any class of shares purchase its own shares (including any redeemable shares),
- 15 6 3 make a payment in respect of the redemption or purchase of any of its own shares as authorised by these articles otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares
- 15 7 On the transfer of any share, unless otherwise agreed by the directors
- 15 7 1 a share transferred to a non-shareholder shall remain of the same class as before the transfer, and
- 15 7 2 a share transferred to a shareholder shall automatically be redesignated on transfer as a share of the same class as those shares already held by the shareholder

If no shares of a class remain in issue following a redesignation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class

15 8 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares

**16. PREFERENCE SHARES**

16 1 The holders of the Preference Shares shall be entitled to receive, in priority to the transfer of any sums to reserves and to any rights of the holders of any other shares in the Company to receive any dividend or other distribution, a dividend at the rate of 4% per annum of the nominal value of each such Preference Share

16 2 The Preference Shares shall not entitle the holders thereof to notice of general meetings of the Company or to attend and vote thereat Upon a distribution of assets on a winding-up or other return of capital (otherwise than on a conversion or redemption or purchase by the Company of any of its own shares) the assets of the Company shall first be applied in repayment to the holders of the Preference Shares of the sum of £1 00 per share

16 3 The Preference Shares shall be redeemable, at the instance of the Company, on giving three months' written notice thereof, provided that where only part of the Preference Shares in issue are to be redeemed that redemption shall be made rateably amongst the holders of the Preference Shares

16 4 Any notice of redemption shall specify the number of Preference Shares registered in the name of the member and the number of Preference Shares to be redeemed Upon the expiry of the said notice the holder of the Preference Shares shall deliver to the Company the certificates for such Preference Shares in order that the same may be cancelled Upon such delivery the Company shall pay to the holder the amount due to him in respect of such redemption as set out in article 16 5 against the delivery of a proper receipt for the redemption money payable in respect thereof If any certificate so delivered to the Company includes any Preference Shares not falling to be redeemed on the relevant redemption date a fresh certificate for such Preference Shares not so redeemed shall be issued to the holder delivering such certificate to the Company

16 5 There shall be paid on the redemption of each Preference Share the amount of £1 and all accruals of Preference Dividend payable thereon (whether earned or declared or not) calculated to and including the redemption date



## **17. ALLOTMENT OF SHARES**

- 17 1 The directors of the Company may (subject to section 551 of the Act) allot, grant options over or otherwise deal with or dispose of any shares in the Company on such terms and conditions and in such manner as they think proper
- 17 2 In accordance with section 567 of the Act, section 561 and section 562 of the Act shall not apply to the Company

## **18. LIEN**

The Company shall have a first and paramount lien on all shares whether fully paid or not registered (whether as sole registered holder or as one of two or more joint holders) in the name of any person indebted or under liability to the Company for all moneys presently payable by him or his estate to the Company. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation

## **19. TRANSFER OF SHARES**

The directors may in their absolute discretion and without giving any reason refuse to register the transfer of any share whether or not it is a fully paid share

## **DECISION MAKING BY SHAREHOLDERS**

## **20. POLL VOTES**

- 20 1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting
- 20 2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

## **21. PROXIES**

- 21 1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"

- 21 2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article

## **ADMINISTRATIVE ARRANGEMENTS**

### **22. MEANS OF COMMUNICATION TO BE USED**

- 22 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

22 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),

22 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

22 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and

22 1 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

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

- 22 2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act

## **23. INDEMNITY**

**23 1** Subject to article 23 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

**23 1 1** each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer

**23 1 1 1** in the actual or purported execution and/or discharge of his duties, or in relation to them, and

**23 1 1 2** in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

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

**23 1 2** the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 23 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

**23 2** This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

**23 3** In this article

**23 3 1** companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

**23 3 2** a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act),

but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

**24. INSURANCE**

24 1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss

24 2 In this article

24 2 1 a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor),

24 2 2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and

24 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

24 2 4