

FILE COPY



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

Company Number **11090871**

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

78 MORTIMER ROAD MANAGEMENT COMPANY LIMITED

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

Given at Companies House, Cardiff, on **30th November 2017**



* N11090871E *



Companies House



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



Companies House

IN01_(ef)

Application to register a company



*Received for filing in Electronic Format on the:***30/11/2017**

X6KBE1IH

Company Name in full: **78 MORTIMER ROAD MANAGEMENT COMPANY LIMITED**

Company Type: **Private company limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Registered Office Address: **78 MORTIMER ROAD
LONDON
UNITED KINGDOM N1 5AP**

Sic Codes: **98000**

Company Director 1

Date of Birth: ****/04/1958**

Nationality: **BRITISH**

Occupation: **NONE SUPPLIED**

Company Director 2

Date of Birth: ****/09/1955** *Nationality:* **BRITISH**

Occupation: **NONE SUPPLIED**

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

Persons with Significant Control (PSC)

Statement of no PSC

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

Statement of Guarantee

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

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

Name: **JULIA MARY MIDDLETON**

Address **78 MORTIMER ROAD
LONDON
UNITED KINGDOM
N1 5AP**

Amount Guaranteed **GBP1**

Name: **RUPERT JOHN MIDDLETON**

Address **78 MORTIMER ROAD
LONDON
UNITED KINGDOM
N1 5AP**

Amount Guaranteed **GBP1**

Statement of Compliance

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

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

78 MORTIMER ROAD MANAGEMENT COMPANY LIMITED

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication by each subscriber
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Mrs Julia Mary Middleton	Mrs Julia Mary Middleton
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Mr Rupert John Middleton	Mr Rupert John Middleton
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Dated 30/11/2017

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF

78 MORTIMER ROAD MANAGEMENT COMPANY LIMITED

(the "Company")

1. Preliminary

- 1.1 The model articles of association for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.2 In these Articles, any reference to a provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.3 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.4 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa.

2. Defined Terms

- 2.1 In these Articles, if not inconsistent with the subject or context, the words set out below shall bear the following definitions:

"Act" means the Companies Act 2006 as amended, consolidated or re-enacted from time to time;

"Articles" means these articles of association, as originally filed, or as from time to time altered by Special Resolution;

"Board" means the board of Directors from time to time;

"Building" means the freehold land and buildings known as 78 Mortimer Road, London N1 5AP, being registered at the Land Registry with title number NGL221309;

"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;

"Chairman" shall have the meaning ascribed to it in Article 7.5;

"Conflict" shall have the meaning ascribed to it in Article 8.1;

"Directors" means any director of the Company from time to time and includes any person occupying the position of director, by whatever name called;

"Eligible Directors" shall have the meaning ascribed to it in Article 7.3(c);

"General Meeting" means any general meeting of the Company;

"Leases" means the leases to be entered into between (1) the Company; and (2) the Lessees in respect of the two residential leasehold properties comprised with the Building, and **"Lease"** shall mean any one of them;

"Lessee" means any person registered or entitled to be registered at the Land Registry as the proprietor of a Lease;

"Member" means any member of the Company within the meaning given in section 112 of the Act;

"Objects" means as defined in Article 4;

"Office" means the registered office of the Company;

"Ordinary Resolution" has the meaning given in section 282 of the Act;

"Proxy Form" shall have the meaning ascribed to it in Article 14.1(c);

"Secretary" means any person appointed by the Board pursuant to Article 9 to perform the duties of the secretary of the Company; and

"Special Resolution" has the meaning given in section 283 of the Act.

3. **Liability of Members**

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member for:

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

4. **Company's Objects**

The Company's objects (the **"Objects"**) are:

- (a) to acquire and hold the Building and assume the rights and obligations of the freeholder of the Building, including but not limited to compliance with and enforcement of all and any covenants contained in the Leases;
- (b) in furtherance of article 4(a), to insure the Building and conduct the management, maintenance and improvement of the Building and the common

parts and amenities thereof, and undertake services for the Building including, without limitation, collecting from Lessees the contributions payable by each of them in accordance with the Leases towards such management and maintenance and executing all such instruments and doing all such acts and things as may be necessary or desirable for the purpose of ensuring the efficient management and administration of the Building;

- (c) to sell, let, mortgage, dispose of, or turn to account all or any of the property or assets of the Company save that the Company shall not be permitted to sell or transfer the Building;
- (d) to borrow money, and to mortgage or charge the Company's undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company;
- (e) to engage and pay such surveyors, agents, solicitors and other professional persons and contractors and workmen and to employ such staff as are considered necessary for furthering the Objects;
- (f) to insure the Company, its officers, contractors and employees and its property against all risks to which it or they may be or become liable; and
- (g) to carry on any other trade or business which can, in the opinion of the Board, be advantageously carried on by the Company in connection with or as ancillary to any of the above business.

5. The Board

5.1 At all times, the minimum number of Directors shall be one.

5.2 A Director shall vacate office in any of the following events, namely:

- (a) if he resigns in writing;
- (b) if he is adjudged bankrupt, has a receiving order made against him or compounds with his creditors generally; or
- (c) if he be disqualified from acting as a director of companies or ceases to be a director by virtue of any provision of the Act or is otherwise prohibited by law from being a director.

5.3 The Directors, at the discretion of the Chairman, may be paid all reasonable out-of-pocket expenses supported by receipts and properly incurred by them in attending and returning from meetings of the Board or General Meetings or in connection with the business of the Company. A Director may be a paid employee of the Company or otherwise provide services to the Company for remuneration.

5.4 In any case where, as a result of death, the Company has no Members and no Directors, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a Director. Where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

6. Powers of the Board

6.1 Subject to the Act and these Articles, the Board is responsible for the management of the Company's business, for which purpose it may exercise all the powers of the Company.

6.2 The Members may, by Special Resolution, direct the Board to:

- (a) adopt and make, alter or revoke, bye-laws for the regulation of the Company and otherwise for the furtherance of the purposes for which the Company is established; or
- (b) take, or refrain from taking, any other specified action.

No such Special Resolution invalidates anything which the Board has done before the passing of the Special Resolution. All such bye-laws for the time being in force shall be binding upon all Members and no Member shall be absolved from such byelaws by reason of his not having received a copy of the same, or of any alterations or additions thereto, or having otherwise no notice of them.

6.3 Subject to the Articles, the Board may delegate any of the powers which are conferred on it under the Articles:

- (a) to such person or sub-committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions,

as they think fit. If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any person to whom they are delegated. The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

7. Proceedings of the Board

7.1 *Calling a Board Meeting*

- (a) The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as the Directors think fit. Questions arising at any meeting shall be determined by a majority of votes. Any Director may, and the Secretary on the written requisition of a Director shall, at any time summon a meeting of the Board.
- (b) Any Director may call a meeting of the Board by giving notice of the meeting to all the Directors or by authorising the Secretary (if any) to give such notice. Notice of any meeting of the Board must indicate its proposed date, time and place. Notice of a meeting of the Board need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting

is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

7.2 *Quorum*

- (a) At a meeting of the Board no proposal is to be voted upon except a proposal to call another meeting, unless a quorum is participating.
- (b) The quorum necessary for the transaction of the business for the Board shall be two Eligible Directors or such number as Members may determine from time to time by Ordinary Resolution.
- (c) A meeting of the Board at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Board.

7.3 *Unanimous Decisions*

- (a) A unanimous decision of the Board is taken when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- (b) Such a decision may take the form of a resolution in writing, copies of which have been signed by each Eligible Director or to which each eligible Director has otherwise indicated agreement in writing.
- (c) References in this Article to "**Eligible Directors**" are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the Board.
- (d) 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 of the Board.

7.4 *Adjournment of a Board Meeting*

- (a) If, within fifteen minutes from the time appointed for the Board meeting, a quorum is not present, the meeting shall be adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Chairman may determine. If a quorum is not present within fifteen minutes of the time appointed at the adjourned meeting, those Directors present shall be the quorum.
- (b) If the total number of Directors from time to time is less than the minimum number fixed for a quorum of the Company by or in accordance with these Articles, the Director(s) may act for the purpose of filling up such vacancies or of summoning a General Meeting, but for no other purpose.

7.5 *Chairman*

The Directors may elect a chairman of the Board and determine the period for which he is to hold office (the "**Chairman**"). If, at any meeting of the Board, the Chairman is not present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting. A Chairman shall not have a casting vote.

7.6 *General Provisions*

- (a) A Director may participate in a meeting of the Board by means of conference telephone or similar communications equipment whereby everyone participating in the meeting can hear each other at the same time. Participation in a meeting in this manner shall be deemed to constitute presence in person at the meeting. If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- (b) A resolution in writing signed by all the Directors for the time being shall be as effective as a resolution passed at a meeting of the Board duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors.

8. **Conflicts of Interest**

8.1 The Board may, in accordance with the requirements set out in this Article, authorise any matter proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest (a "**Conflict**").

8.3 Any authorisation under this Article will be effective only if:

- (a) the matter in question shall have been proposed by any Director for consideration at a meeting of Directors 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;
- (b) any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and
- (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

8.4 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the Board may determine; and
- (c) be terminated or varied by the Board at any time.

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

8.5 In authorising a Conflict, the Board may decide (whether at the time of giving the authorisation or subsequently) that, if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation:

- (a) to disclose such information to the Board or to any Director or to any other officer or employee of the Company; or

(b) to use or apply any such information in performing his duties as a Director, where to do so would amount to a breach of that confidence.

8.6 Where the Board authorises a Conflict, it may provide without limitation (whether at the time of giving the authorisation or subsequently) that the Director:

- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
- (b) is not given any documents or other information relating to the Conflict; and
- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

8.7 Where the Board authorises a Conflict:

- (a) the Director will be obliged to conduct himself in accordance with any terms imposed by the Board in relation to the Conflict; and
- (b) the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Board imposes in respect of its authorisation.

8.8 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 Board or by the Company in a 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.

8.9 Subject to compliance with sections 177 and 182 of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such contract or proposed contract in which he is interested;
- (c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- (e) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body

corporate in which the Company is otherwise (directly or indirectly) interested;
and

- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the 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.

9. Secretary

The Board may appoint a Secretary for such period, for such remuneration and upon such conditions as they think fit; and any Secretary so appointed by the Board may be removed by it.

10. Membership

- 10.1 When two or more persons are registered in the register of members of the Company as joint members, they shall be deemed for all purposes of membership of the Company to be one Member and all correspondence and notices relating to the Company and its affairs shall be directed to the first named Member.

- 10.2 A Member shall cease to be a Member:

- (a) on death (but his personal representatives shall be eligible for membership);
- (b) on becoming bankrupt (but a mortgagee in possession or his trustee in bankruptcy shall be eligible for membership);
- (c) if he shall be of unsound mind (but his attorney appointed under an Enduring or Lasting Power of Attorney, if any, shall be eligible for membership); or
- (d) on the administration, liquidation or dissolution of a Member that is a corporation (but a mortgagee in possession or its administrator, liquidator or receiver shall be eligible for membership).

- 10.3 Membership of the Company shall not be transferable.

11. Notice of Meetings

- 11.1 The Board may, whenever it thinks fit, and shall upon a requisition in accordance with the Act, call a General Meeting.

- 11.2 Every notice convening a General Meeting must comply with the provisions of:

- (a) section 311 of the Act as to the provision of information regarding the time, date and place of the General Meeting and the general nature of the business to be dealt with at the General Meeting; and
- (b) section 325(1) of the Act as to the giving of information to Members regarding their right to appoint proxies.

11.3 Every notice of, or other communication relating to, any General Meeting which any Member is entitled to receive must be sent to each of the Directors and to the auditors (if any) for the time being of the Company.

11.4 The accidental omission to give notice to, or the non-receipt of notice by, any person entitled to receive notice shall not invalidate the proceedings at that General Meeting.

12. **Proceedings at General Meetings**

12.1 *Quorum*

(a) No business shall be transacted at any General Meeting unless a quorum is present when the General Meeting proceeds to business.

(b) Two Members from time to time who are entitled to vote at the General Meeting in question and who are present in person or by proxy shall be a quorum for all purposes of a General Meeting.

12.2 *Chairman*

The Chairman for the time being shall preside as the chairman of every General Meeting. If the Chairman shall not be present within fifteen minutes after the time appointed for the holding of the General Meeting or is unwilling to act the Members present and entitled to vote at such General Meeting shall elect one of their number to be chairman of the General Meeting.

12.3 *Adjournment*

(a) If a quorum is not present within fifteen minutes from the time appointed for the General Meeting, the General Meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine.

(b) The chairman may, with the consent of any General Meeting at which a quorum is present (and shall if so directed by the General Meeting), adjourn the General Meeting from time to time and from place to place, but no business shall be transacted at any adjourned General Meeting other than the business left unfinished at the General 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 General Meeting.

12.4 *General Provisions*

(a) Any matter or thing which may under the Act or these Articles be dealt with by an Ordinary Resolution or a Special Resolution and is not required by law to be dealt with in General Meeting may, if the Board so resolves, be determined by a postal ballot, such ballot to be conducted in such manner as the Board may think fit and any resolution declared by the Board to have been carried by a majority of the Members voting on such ballot shall have effect in all respects as if it were an Ordinary Resolution or Special Resolution (as the case may be) duly passed at a General Meeting duly convened and held.

(b) Any corporation which is a Member may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any General Meeting, and the person so authorised shall be

entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member.

13. **Votes of Members**

13.1 *Eligibility to Vote*

- (a) Subject to the following provisions of this Article 13, every Member who being an individual is present in person or being a corporation is present by a duly authorised representative shall have one vote.
- (b) No Member other than a Member duly registered and who is not more than six months in arrears of any contribution demanded pursuant to article 4 has been made shall be entitled to vote on any question either personally or by proxy or as proxy for another Member at any General Meeting.
- (c) No objection shall be raised to the qualification of any voter except at the General Meeting or adjourned General Meeting at which the vote objected to is tendered, and every vote not disallowed at the General Meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

13.2 *Method of Voting*

At any General Meeting, a resolution put to the vote of the General Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- (a) the chairman of the General Meeting; or
- (b) not less than two Members present in person or by proxy.

13.3 *Poll Voting*

- (a) On a poll, votes may be given either personally or by proxy.
- (b) A demand for a poll may be withdrawn. Unless a poll be so demanded (and the demand be not withdrawn) a declaration by the chairman of the General Meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against such resolution.
- (c) If a poll is duly demanded (and the demand is not withdrawn) it shall be taken in such manner as the chairman may direct, and the result of a poll shall be deemed to be the resolution of the General Meeting at which the poll was demanded. The chairman may appoint scrutineers and may:
 - (i) adjourn the General Meeting to some place and time fixed by him for the purpose of declaring the result of the poll; and
 - (ii) proceed with any other business other than that upon which the poll has been demanded pending the taking of the poll.

No notice need be given of a poll not taken immediately.

14. **Proxies**

14.1 *General Provisions*

- (a) A proxy is entitled to exercise one vote for each valid proxy appointment which they hold in addition to the vote(s) if any to which they are entitled to exercise as a Member.
- (b) A proxy need not be a Member.
- (c) The instrument appointing a proxy (a "**Proxy Form**") shall be deemed to confer authority to demand or join in demanding a poll.
- (d) A vote given in accordance with the terms of a Proxy Form shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the Proxy Form was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Company at the Office before the commencement of the General Meeting or adjourned General Meeting at which the Proxy Form is used.

14.2 *Proxy Form*

The Proxy Form shall be made in writing in such form as the Board shall determine under the hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised.

14.3 *Delivery of Proxy Forms*

The Proxy Form and the power of attorney or other authority, if any, under which it is signed or a copy of that power or authority certified by a solicitor shall be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the General Meeting, not less than two Business Days before the time for holding the General Meeting or adjourned General Meeting at which the person named in the Proxy Form proposes to vote, or, in the case of a poll, not less than one hour before the time appointed for the taking of the poll, and in default the Proxy Form shall not be treated as valid.

15. **Notices**

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

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 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);

- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- 15.2 For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.
- 15.3 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.
- 15.4 Any notice so served by post or delivery shall be deemed to have been duly served notwithstanding that such Member be then dead or bankrupt or in receivership or liquidation and whether or not the Company have notice of his death or bankruptcy, receivership or liquidation.
- 16. **Indemnity**
- 16.1 Subject to Article 16.2, a Director may be indemnified out of the Company's assets against:
 - (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company;
 - (b) any liability incurred by that Director in connection with the activities of the Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act); and
 - (c) any other liability incurred by that Director as an officer of the Company.
- 16.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.
- 17. **Insurance**
- 17.1 The Board may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Director or former Director in respect of any relevant loss.
- 17.2 In this Article a "relevant loss" means any loss or liability which has been or may be incurred by a Director or former Director in connection with that Director's duties or powers in relation to the Company.