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

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

COMPANY INFORMATION SUPPLIED BY COMPANIES HOUSE



## CERTIFICATE OF INCORPORATION

No. 57796

I hereby certify that

Oswalds of Edinburgh Limited

is this day incorporated under the Companies Acts 1948 to 1967 and that the  
Company is Limited.

Given under my hand at Edinburgh the 16 May 1975

L. B. I. O.

Registrar of Companies

No. of Company ..... 54496/1 .....

Form No. 41

(No registration  
fee payable)

## THE COMPANIES ACTS 1948 TO 1967

### Declaration of compliance

Pursuant to Section 15(2) of the Companies Act 1948

Name of Company ..... *Oswald & Edinburgh* ..... Limited\*

I, ..... *James Stewart* .....  
of ..... *54 Queen Street Edinburgh* .....

Do solemnly and sincerely declare that I am (see note (a) below) ..... *a Solicitor* .....  
engaged in the formation  
of ..... *Oswald & Edinburgh* ..... Limited\*

And that all the requirements of the Companies Act, 1948, in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with. And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act, 1835.

Declared at ..... *Edinburgh* .....

the ..... *5th* ..... day of ..... *May* .....

one thousand nine hundred and ..... *seventy-five* .....

before me. .... *James C. Bennett H. P.* .....

A Commissioner for Oaths (see note (b) below)

- (a) "a Solicitor of the Supreme Court" (or in Scotland "a Solicitor")  
"engaged in the formation", or "a person named in the articles of association as a director", or "a person named in the articles of association as a secretary"
- (b) or Notary Public or Justice of the Peace or Solicitor having the power conferred on a Commissioner for Oaths

\*Delete "Limited" if not applicable.

Presented by:

Presenter's reference:

JOHN OSWALD & SON

(REGISTRATION AGENTS)

EDINBURGH.

COMPANIES REGISTRATION  
4 MAY 1975  
C175

The Companies Acts 1946 to 1967

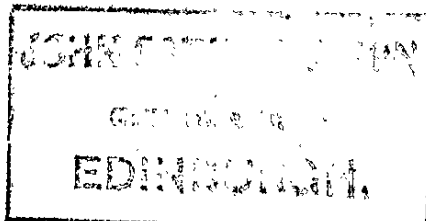
COMPANY LIMITED BY SHARES

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Memorandum and Articles of Association of

OSWALDS OF EDINBURGH LIMITED

(Incorporated the      day of      19 )



Jordan & Sons Limited

International Law Agents, Consultants and Publishers

Jordan House, 47, Brunswick Place, London N1 6EE

57796-12  
THE COMPANIES ACTS 1948 to 1967

COMPANIES  
REGISTRATION

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

OSWALDS OF EDINBURGH LIMITED

1. The name of the Company is "OSWALDS OF EDINBURGH LIMITED."
2. The registered office of the Company will be situate in Scotland.
3. The objects for which the Company is established are: -
  - (a) To carry on the business of company and business registration agents and advisers; to undertake and carry out searches into public records of every description and to conduct international law agency services of all kinds, printers, publishers, stationers, advertising and general agents, and agents for the registration of patents, trade marks and designs, business efficiency, sales and marketing consultants and advisers, and consultants in efficiency technique, business, factory, works and office management, marketing, sales promotion and product design in relation to any undertakings and economic, legal, technical and financial matters affecting industry; business transfer agents, office systems specialists, business systems organisers, publicity experts; and to act as business managers, contractors and representatives, commission and general agents; to keep for any company, authority or body any register relating to stocks, funds, shares or securities and to undertake any duties in relation to the registration of transfers and the issue of certificates or otherwise, and to undertake and arrange the training, instruction and engagement of staff and personnel in businesses of all kinds, and to provide temporary staff and personnel, office accommodation and secretarial and general office assistance; dealers in office and shop furniture, appliances, fittings, plant, machinery, equipment, implements and utensils.

108

2

(b) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.

(c) To purchase or by any other means acquire and take options over any freehold, leasehold or other real or personal property for any estate or interest whatever, and any rights or privileges of any kind over or in respect of any real or personal property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, Debentures, Debenture Stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, debenture stock, or securities so received.

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company, both real and personal.

(g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold, sell or otherwise deal with any investments made.

(h) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon such terms as the Company may approve and to become security for any persons, firms, or companies.

(i) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(k) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

(m) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company

or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of its property and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.

(n) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.

(o) To remunerate any person, firm or company rendering services to this Company either by cash payment or by the allotment to him or them of Shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(p) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares or other securities of the Company.

(q) To support and subscribe to any charitable or public object, and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid to any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or of any company which is a subsidiary of the Company or the holding company of the Company or of the predecessors in business of the Company or of any such subsidiary or holding company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary or holding Company and to lend money to any such employees or to trustees on their behalf to enable any such share purchase schemes to be established or maintained.



(r) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(s) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(t) To distribute among the Members of the Company in kind any property of the Company of any kind.

(u) To procure the Company to be registered or recognized in any part of the world.

(v) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise and by or through agents or otherwise and either alone or in conjunction with others.

(w) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £20,000 divided into 20,000 Shares of £1 each.

We, the several persons whose names, addresses, and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

Names, addresses and descriptions of Subscribers	Number of Shares taken by each Subscriber
<i>Stewart</i> <i>Solicitor</i> <i>54 Queen Street</i> <i>Edinburgh</i>	<i>One</i>
<i>David Bennett</i> <i>Solicitor</i> <i>54 Queen Street</i> <i>Edinburgh</i>	<i>One</i>

Dated *5<sup>th</sup> May* 19 *75*

Witness to the above signatures: -

*James Bennett*

*Solicitor*  
*54 Queen Street* *Edinburgh*

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3

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

OSWALDS OF EDINBURGH LIMITED

#### PRELIMINARY

1. Subject as hereinafter provided the regulations contained in Table A (hereinafter called "Table A") Part II in the First Schedule to the Companies Act 1948 (hereinafter called "the Act") as amended by the Companies Act 1967, shall apply to the Company. Subject as otherwise provided, references herein to regulations in Table A shall be construed as references to those contained in Part I thereof.

#### SHARES

2. Unless the Company in general meeting shall otherwise resolve, any shares for the time being unissued shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms and in such manner as they think fit, provided that no shares shall be issued at a discount except as provided by Section 57 of the Act. This Article shall not apply to redeemable preference shares, which shall be governed by the provisions of Clause 3 of Table A.

3. The lien conferred by Clause 11 of Table A shall attach to fully paid up shares and to all shares registered in the name of any person indebted or under any liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

4 (a) Clause 15 of Table A shall be read and construed as if there were omitted from such Clause the words "provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call".

(b) The appointment of an alternate Director shall automatically determine in any of the following events:-

- (i) if his appointor shall terminate the appointment;
- (ii) on the happening of any event, which, if he were a Director, would cause him to vacate the office of Director;
- (iii) if by writing under his hand left at the registered office of the Company he shall resign such appointment; or
- (iv) if his appointor shall cease for any reason to be a Director.

(c) An alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notice of meetings of the Directors, and of any committee of the Directors of which his appointor is a member and to attend and, in place of his appointor, to vote and be counted for the purpose of a quorum at any such meeting at which his appointor is not personally present and generally to perform all functions as a Director for his appointor in his absence. Every alternate Director shall be entitled in the absence from the United Kingdom of his appointor to sign in his place a resolution in writing of the Directors pursuant to Clause 106 of Table A.

(d) An alternate Director may be repaid by the Company such expenses as might properly be repaid to him if he were a Director but shall not in respect of such appointment be entitled to receive any remuneration from the Company. An alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director.

(e) An alternate Director shall, during his appointment, be an officer of the Company and shall not be deemed to be an agent of his appointor.

(f) Subject to the provisions of this Article, the provisions of these Articles and of the regulations of Table A which apply to the Company relating to Directors shall apply to every alternate Director except that he shall not have power as such alternate Director to appoint any Director or other person as his alternate.

(g) Every appointment and removal of an alternate Director shall be in writing signed by or on behalf of the appointor

5. A transfer of a fully paid share need not be executed by or on behalf of the transferee; and Clause 22 of Table A shall be modified accordingly.

#### GENERAL MEETINGS AND RESOLUTIONS

6. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

7. Clause 54 of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum".

8. A resolution in writing pursuant to Clause 5 in Part II of Table A may consist of two or more documents in like form each signed by one or more of the Members in such Clause referred to; and the said Clause 5 shall be modified accordingly.

#### DIRECTORS

9. Unless and until the Company in General Meeting shall otherwise determine the number of Directors shall not be less than two. Clause 75 of Table A shall be construed accordingly.

10. No Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of 70 or any other age and any Director or any person may be reappointed or appointed, as the case may be, as a Director notwithstanding that he has then attained the age of 70, and no special notice need be given of any resolution for the reappointment, or appointment or approval of the appointment of a Director at any age, and it shall not be necessary to give the Members notice of the age of any Director or person proposed to be so reappointed or appointed; and Sub-Sections (1) to (6) inclusive of Section 185 of the Act shall be excluded from applying to the Company.

11. (a) Each Director shall have the power at any time to appoint to the office of an alternate Director either (i) another Director or (ii) any other person approved for that purpose by a resolution of the Directors, and, at any time, to terminate such appointment.

and shall take effect (subject to any approval required by paragraph (a) of this Article) upon receipt of such written appointment or removal at the registered office of the Company or by the Secretary.

(b) Whenever a Director is also an alternate Director his rights and powers as such alternate Director shall be additional to and separate from those which he has as Director.

12. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Part I of Table A shall be modified accordingly.

13. It shall not be necessary for Directors to sign their names in the Minute Book; and Clause 86 of Table A shall be modified accordingly.

14. A resolution in writing pursuant to Clause 106 of Table A may consist of two or more documents in like form each signed by one or more of the Directors in such Clause referred to; and the said Clause 106 shall be modified accordingly.

#### BORROWING POWERS

15. (a) The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, 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 or of any third party.

(b) Clause 79 of Table A shall not apply to the Company.

#### APPOINTMENT AND REMOVAL OF DIRECTORS

16. (a) The immediate holding company (if any) for the time being of the Company may appoint any person to be a Director or remove any Director from office. Every such appointment or removal shall be in writing and signed by or on behalf of the said holding company and shall take effect upon receipt of such written appointment or removal at the registered office of the Company or by the Secretary.

(b) While the Company is a subsidiary, the Directors shall have power to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, subject to any maximum for the time being in force, and any Director so appointed shall (subject to Clause 88 of Table A) hold office until he is removed pursuant to sub paragraph (a) above.

(c) While the Company is a subsidiary, regulations 89 to 97 (inclusive) of Table A shall not apply and all references elsewhere in Table A to retirement by rotation shall be modified accordingly.

#### ACCOUNTS

17. In Clause 126 of Table A after the words "157 of the Act" shall be added the words "and Sections 16 to 22 inclusive of the Companies Act 1967".

#### INDEMNITY

18. (a) Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Act, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Act.

(b) Clause 136 of Table A shall not apply to the Company.



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Names, addresses and descriptions of Subscribers

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J Stewart  
Solicitor  
54 Queen Street  
Edinburgh

David Bennett  
Solicitor  
54 Queen Street  
Edinburgh

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Dated 5<sup>th</sup> May 1975

Witness to the above signatures: -

James Bennett

Solicitor  
54 Queen Street, Edinburgh