

COMPANY NUMBER 12888724

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION
OF
LEISURESK LIMITED**

Contents

Item		Page
1	DEFINED TERMS	2
2	LIABILITY OF THE OWNER	3
3	OBJECTS.....	3
4	APPLICATION OF INCOME AND PROPERTY	3
5	DIRECTORS' GENERAL AUTHORITY.....	4
6	OWNER'S RESERVE POWER	4
7	DIRECTORS MAY DELEGATE.....	4
8	COMMITTEES.....	5
9	DIRECTORS TO TAKE DECISIONS COLLECTIVELY	5
10	UNANIMOUS DECISIONS	5
11	CALLING A DIRECTORS' MEETING	5
12	PARTICIPATION IN DIRECTORS' MEETINGS.....	6
13	QUORUM FOR DIRECTORS' MEETINGS	6
14	CHAIRING OF DIRECTORS' MEETINGS.....	6
15	DIRECTORS' CONFLICTS OF INTEREST	7
16	AUTHORISATION OF DIRECTORS' CONFLICTS OF INTEREST	7
17	RECORDS OF DECISIONS TO BE KEPT	8
18	DIRECTORS' DISCRETION TO MAKE FURTHER RULES.....	8
19	APPOINTMENT AND REMOVAL OF DIRECTORS	8
20	TERMINATION OF DIRECTOR'S APPOINTMENT	8
21	DIRECTORS' REMUNERATION	9
22	DIRECTORS' EXPENSES	9
23	COMPANY SECRETARY	9
24	OWNER REPRESENTATIVE	9
25	CALLING A GENERAL MEETING	9
26	PROCEEDING AT A GENERAL MEETINGS	10
27	ERRORS AND DISPUTES	11
28	AMENDMENTS TO RESOLUTIONS.....	11
29	WRITTEN RESOLUTIONS	11
30	MEANS OF COMMUNICATION TO BE USED	11
31	COMPANY SEALS	12
32	INDEMNITY	13
33	INSURANCE	13

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1 DEFINED TERMS

1.1 Neither:

1.1.1 the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229); nor

1.1.2 any other regulations or model articles contained in any statute or subordinate legislation, shall apply to the Company, but the following shall be the articles of association of the Company.

1.2 In these articles, unless the context requires otherwise:

articles mean the Company's articles of association

bankruptcy includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy

Chair has the meaning given in article 14

Companies Acts means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company

Conflict means a situation in which a Director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company

Director means a director of the Company

document includes, unless otherwise specified, any document sent or supplied in electronic form

electronic form has the meaning given in section 1168 of the Companies Act 2006

hard copy form has the meaning given in section 1168 of the Companies Act 2006

instrument means a document in hard copy form

ordinary resolution has the meaning given in section 282 of the Companies Act 2006

Owner means a person or body whose name is entered in the Register of Members of the Company

participate, in relation to a Directors' meeting, has the meaning given in article 12

special resolution has the meaning given in section 283 of the Companies Act 2006

writing means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

1.3 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.

1.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 LIABILITY OF THE OWNER

2.1 The liability of the Owner is limited to £1, being the amount the Owner undertakes to contribute to the assets of the Company in the event of it being wound up while it is an Owner or within one year after it ceases to be an Owner:

2.1.1 payment of those debts and liabilities of the Company incurred before it ceased to be an Owner;

2.1.2 payment of the costs, charges and expenses of winding up; and

2.1.3 the adjustment of rights of contributors among themselves.

3 OBJECTS

3.1 The objects of the Company are:

3.1.1 to provide leisure, sports and cultural facilities and services;

3.1.2 to liaise and co-operate with all interested groups within the community to develop and deliver this service;

3.1.3 to promote and enter into partnerships or arrangements of all kinds to improve or extend the facilities and services offered;

3.1.4 to explore all avenues of funding and finance for such services;

3.1.5 to improve health and well-being through a range of outcomes, including reduced obesity, reduced anti-social behaviour and narrowing the health inequality gap;

3.1.6 to increase jobs, strengthening the local economy and enable children, young people and adults to learn and be ready for work;

3.1.7 to carry on any other trade or business which in the opinion of the Directors is in the best interest of the Company or the Owner; and

3.1.8 without prejudice to the objects listed above in articles 3.1.1 to 3.1.7, to carry on any trade or business of a general commercial company.

4 APPLICATION OF INCOME AND PROPERTY

4.1 The income and property of the Company (wherever derived) shall be applied solely in promoting the Company's objects.

4.2 No distribution shall be paid or capital otherwise returned to the Owners in cash or otherwise. Nothing in these articles shall prevent any payment in good faith by the Company of:

- 4.2.1 reasonable and proper remuneration to any Owner, officer or servant of the Company for any services rendered to the Company;
- 4.2.2 any interest on money lent by any Owner or any Director at a reasonable and proper rate;
- 4.2.3 reasonable and proper rent for premises demised or let by any Owner or Director; or
- 4.2.4 reasonable out-of-pocket expenses properly incurred by any Director,

provided that if upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed to the Owner, but shall be given or transferred to any company, organisation or association having objects similar to the objects of the Company (and which prohibits the distribution of its income and property to an extent at least as great as is imposed on the Company by these articles) chosen by the Owner at or before the time of dissolution, and if that cannot be done then to some charitable or philanthropic object for the benefit of the inhabitants of the area of South Kesteven and/or its surrounding area.

5 DIRECTORS' GENERAL AUTHORITY

- 5.1 Subject to these articles and the terms of any agreement between the Owner and the Company from time to time, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

6 OWNER'S RESERVE POWER

- 6.1 The Owner may, by special resolution, direct the Directors to take, or refrain from taking, specified action.
- 6.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

7 DIRECTORS MAY DELEGATE

- 7.1 Subject to these articles, the Directors may delegate any of the powers which are conferred on them under these articles:
 - 7.1.1 to such person or committee;
 - 7.1.2 by such means (including by power of attorney);
 - 7.1.3 to such an extent;
 - 7.1.4 in relation to such matters or territories; and
 - 7.1.5 on such terms and conditions,as they think fit.
- 7.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 7.3 The Directors or the Owner may revoke any delegation in whole or part, or alter its terms and conditions.

8 COMMITTEES

- 8.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these articles which govern the taking of decisions by Directors.
- 8.2 At least one member of the committee must be a Director. The relevant Director must form part of the quorum of the committee for a decision of the committee to be validly taken.
- 8.3 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from these articles if they are not consistent with them.
- 8.4 All proceedings of committees must be reported promptly to the Directors.

9 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 9.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 9.2.
- 9.2 If only one Director is eligible to vote on any authorisation under article 16 or if there is only one Director, the general rule does not apply and the eligible Director may take decisions in relation to the relevant matter without regard to any of the provisions in these articles relating to Directors' decision-making.
- 9.3 Every Director has one vote on each issue.
- 9.4 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

10 UNANIMOUS DECISIONS

- 10.1 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.
- 10.2 Such a decision may take the form of a resolution in writing, which may consist of several copies each signed by one or more eligible Directors or to which the eligible Directors have otherwise indicated agreement in writing.
- 10.3 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 Directors' meeting.
- 10.4 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.

11 CALLING A DIRECTORS' MEETING

- 11.1 The Owner or any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.
- 11.2 A meeting of the Directors must be called by at least seven days' notice unless either:
- 11.2.1 the Directors unanimously agree otherwise; or
 - 11.2.2 urgent circumstances require shorter notice.
- 11.3 Notice of any Directors' meeting must indicate:
- 11.3.1 its proposed date and time;

- 11.3.2 where it is to take place (which may be physical, virtual or a combination); and
 - 11.3.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 11.4 Notice of a Directors' meeting must be given to each Director, but need not be in writing.
- 11.5 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting. A Director may waive the requirement that notice of a meeting of the Directors or of a committee of the Directors be given to him at any time before or after the date on which the meeting is held by notifying the Company to that effect. Where a Director gives such notice after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

12 PARTICIPATION IN DIRECTORS' MEETINGS

- 12.1 Subject to these articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 12.1.1 the meeting has been called and takes place in accordance with these articles; and
 - 12.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 12.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 12.3 If all the Directors participating in a meeting are not in the same place, the meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chair of the meeting is.

13 QUORUM FOR DIRECTORS' MEETINGS

- 13.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 13.2 The quorum for the transaction of business of the Directors shall be two Directors. If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to call a general meeting so as to enable the Owner to appoint further Directors.
- 13.3 If a quorum is not present within half an hour from the time appointed for the meeting, or during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the Directors may determine.

14 CHAIRING OF DIRECTORS' MEETINGS

- 14.1 The Owner shall appoint a Director to chair the meetings of the Directors. The person so appointed for the time being is known as the Chair.
- 14.2 The Owner may:
- 14.2.1 appoint a person as chairman of the Directors;
 - 14.2.2 determine the period for which the Chair is to hold office; and
 - 14.2.3 at any time remove the Chair from office.
- 14.3 The Owner may terminate the Chair's appointment at any time.

14.4 If at the date and time of a meeting of the Directors no person has been appointed as Chair pursuant to article 14.2, or if the person so appointed is not present within 15 minutes of the time set of the meeting, then the participating Directors may appoint a Director present to act as Chair and to chair that meeting. The participating Directors may terminate the appointment of a person as Chair made under this article 14.4 at any time during the meeting at which the Chair is appointed.

14.5 The Chair or other Director chairing the meeting shall not have a casting voting if the numbers of votes for and against a proposal are equal.

15 DIRECTORS' CONFLICTS OF INTEREST

15.1 A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared. A Director must absent himself or herself from any discussions of the Directors in which it is possible that a Conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest) and not count in the quorum nor vote on any such matters unless otherwise authorised by article 16. A Director shall not have a Conflict of interest for the purposes of these articles as an officer, member or employee of the Owner.

15.2 Subject to article 15.3 if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair whose ruling in relation to any Director other than the Chair is to be final and conclusive.

15.3 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

16 AUTHORISATION OF DIRECTORS' CONFLICTS OF INTEREST

16.1 For the purposes of section 175 of the Companies Act 2006, as amended, consolidated or re-enacted from time to time, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach by a Director of the duty to avoid conflicts of interest set out in that section of the Companies Act 2006. Any reference in these articles to a Conflict of interest includes a Conflict of interest and duty and a Conflict of duties.

16.2 Authorisation of a matter under this article 16 shall be effective only if:

16.2.1 the matter in question shall have been proposed in writing for consideration by the Directors, or in such other manner as the Directors may determine;

16.2.2 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 any other interested Director (together, the **Interested Directors**); and

16.2.3 the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.

16.3 Unless otherwise determined by the Directors (excluding the Interested Directors), any authorisation of a matter under this article 16 shall extend to any actual or potential Conflict of interest which may reasonably be expected to arise out of the matter so authorised.

16.4 Any authorisation of a matter under this article 16 shall be on such terms and/or conditions as the Directors (excluding the Interested Directors) may determine, whether at the time such authorisation is given or subsequently and may be varied or terminated by the Directors (excluding the Interested Directors) at any time. Such terms or conditions may include (without limitation) terms and conditions as to the duration, renewal and/or revocation of the authorisation, and/or the exclusion of the Interested Directors from all information and discussion of the matter in question. A Director shall comply with

any obligations imposed on him by the Directors (excluding the Interested Directors) pursuant to any such authorisation.

16.5 If a Director receives or has received any information otherwise than by virtue of his position as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:

16.5.1 disclose any such information to the Company, the Directors or any other employee of the Company; or

16.5.2 use or apply any such information in connection with the performance of his duties as a Director,

provided that to the extent that such duty of confidentiality arises out of a situation or relationship which would or might otherwise constitute or give rise to a breach by the Director of the duty to avoid Conflicts of interest set out in section 175 of the Companies Act 2006, this article 16.5 shall apply only if such situation or relationship has been authorised by the Directors under this article 16.

16.6 A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the Directors under this article and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.

17 RECORDS OF DECISIONS TO BE KEPT

17.1 The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

18 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

18.1 Subject to these articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

19 APPOINTMENT AND REMOVAL OF DIRECTORS

19.1 Unless otherwise determined by the Owner, the number of Directors shall be a minimum of one and a maximum of five, from time to time.

19.2 The Owner shall appoint and remove Directors at any time and on such terms as the Owner determines. Every such appointment or removal shall be effected by notice in writing to the Company and shall take effect immediately (or on such later date, if any, specified in the notice).

19.3 A Director may not appoint an alternate Director or anyone to act on his or her behalf at meetings of the Directors.

19.4 Any removal pursuant to this article 19 shall be without prejudice to any claim that a Director may have under any contract between him and the Company.

20 TERMINATION OF DIRECTOR'S APPOINTMENT

20.1 A person ceases to be a Director as soon as:

20.1.1 that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

20.1.2 that person has for more than six consecutive months been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that person's office be vacated;

- 20.1.3 a bankruptcy order is made against that person;
- 20.1.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 20.1.5 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- 20.1.6 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms; or
- 20.1.7 is removed by the Owner by notice in writing to the company secretary.

21 DIRECTORS' REMUNERATION

- 21.1 Directors may undertake any services for the Company that the Directors decide.
- 21.2 Subject to the Local Authorities (Companies) Order 1995 and the prior approval of the Owner, Directors are entitled to such remuneration as the Directors determine:
 - 21.2.1 for their services to the Company as Directors; and
 - 21.2.2 for any other service which they undertake for the Company.
- 21.3 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Owner or of any other body corporate in which the Company is interested.

22 DIRECTORS' EXPENSES

- 22.1 Subject to the Local Authorities (Companies) Order 1995 and to such general rules and limitations as the Owner may from time to time determine, the Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
 - 22.1.1 meetings of Directors or committees of Directors;
 - 22.1.2 general meetings; or
 - 22.1.3 otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

23 COMPANY SECRETARY

- 23.1 The Directors may appoint a company secretary for such term, at such remuneration and upon such conditions as they think fit. Any company secretary may be removed or replaced by the Directors.

24 OWNER REPRESENTATIVE

- 24.1 Subject to the provisions of any agreement between the Owner and the Company in force from time to time, there shall be a sole Owner of the Company. The Owner may appoint an individual to exercise its rights at general meetings and to give or receive notices and other documents under these articles.

25 CALLING A GENERAL MEETING

- 25.1 The Owner or the Directors may call a general meeting at any time.
- 25.2 The Company may each calendar year hold a general meeting as its annual general meeting in addition to any other general meetings and shall specify the meeting as such in the notices calling it.

- 25.3 The minimum period of notice required to hold a general meeting of the Company is fourteen clear days.
- 25.4 A general meeting may be called by shorter notice if it is so agreed by the Owner.
- 25.5 The notice of general meeting must specify the date time and place of, or online meeting location for, the meeting and the general nature of the business to be transacted. The notice must also contain a statement setting out the right of the Owner to appoint a proxy under section 324 of the Companies Act 2006.
- 25.6 The notice must be given to the Owner and to the Directors.
- 25.7 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

26 PROCEEDING AT A GENERAL MEETINGS

- 26.1 No business is to be transacted at a general meeting if the person(s) attending it do not constitute a quorum. A quorum is formed by the duly authorised representative of the Owner.
- 26.2 If:
- 26.2.1 a quorum is not present within half an hour from the time appointed for the meeting; or
 - 26.2.2 during a meeting a quorum ceases to be present;
- the meeting shall be adjourned to such time and place as the Owner shall determine.
- 26.3 General meetings shall be chaired by the duly authorised representative of the Owner.
- 26.4 A resolution put to the vote of a general meeting will be decided on a show of hands.
- 26.5 Each Owner, present in person or by proxy, whether an individual or an organisation, shall have one vote.
- 26.6 A person is able to exercise the right to vote at a general meeting when:
- 26.6.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 26.6.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 26.7 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 26.8 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 26.9 Directors may attend and speak at general meetings.
- 26.10 The chair of the meeting may permit other persons who are not:
- 26.10.1 appointed representatives of the sole Owner; or
 - 26.10.2 otherwise entitled to exercise the rights of the sole Owner in relation to general meetings, to attend and speak at a general meeting.

27 ERRORS AND DISPUTES

- 27.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 27.2 Any such objection must be referred to the chair of the meeting, whose decision is final.

28 AMENDMENTS TO RESOLUTIONS

- 28.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 28.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
 - 28.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 28.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 28.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 28.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 28.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair of the meeting's error does not invalidate the vote on that resolution.

29 WRITTEN RESOLUTIONS

- 29.1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the Owners who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:
- 29.1.1 a copy of the proposed resolution has been sent to every eligible Owner;
 - 29.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of Owners has signified its agreement to the resolution; and
 - 29.1.3 it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.
- 29.2 A resolution in writing may comprise several copies to which one or more Owners have signified their agreement.
- 29.3 In the case of an Owner that is an organisation, its authorised representative may signify its agreement.

30 MEANS OF COMMUNICATION TO BE USED

- 30.1 Subject to these articles, anything sent or supplied by or to the Company under these articles may be sent or supplied in any way in which the Companies Acts provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

- 30.2 Subject to these articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 30.3 Any notice to be given to or by any person pursuant to these articles:
- 30.3.1 must be in writing; or
 - 30.3.2 must be given in electronic form.
- 30.4 The Company may give any notice to the Owner either:
- 30.4.1 personally; or
 - 30.4.2 by sending it by post in a prepaid envelope addressed to the Owner at the Owner's address; or
 - 30.4.3 by leaving it at the address of the Owner; or
 - 30.4.4 by giving it in electronic form to the Owner's address; or
 - 30.4.5 by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place date and time of the meeting.
- 30.5 An Owner who does not register an address with the Company or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Company.
- 30.6 An Owner present in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 30.7
- 30.7.1 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
 - 30.7.2 Proof that an electronic form of notice was given shall be conclusive where the Company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.
 - 30.7.3 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:
 - (a) 48 hours after the envelope containing it was posted; or
 - (b) in the case of an electronic form of communication, 48 hours after it was sent.

31 COMPANY SEALS

- 31.1 Any common seal may only be used by the authority of the Directors.
- 31.2 The Directors may decide by what means and in what form any common seal is to be used.
- 31.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 31.4 For the purposes of this article, an authorised person is:

- 31.4.1 any Director of the Company;
- 31.4.2 the company secretary (if any); or
- 31.4.3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

32 INDEMNITY

- 32.1 The Company may indemnify any relevant officer out of the assets of the Company from and against any loss, liability or expense incurred by him or them in relation to the Company (including any liability incurred in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006)) provided that this article shall have effect, and any indemnity provided by or pursuant to it shall apply, only to the extent permitted by, and subject to the restrictions of, the Companies Act 2006. This article does not allow for or provide (to any extent) an indemnity which is more extensive than as permitted by the Companies Act 2006 and any such indemnity is limited accordingly. This article is also without prejudice to any indemnity to which any person may otherwise be entitled.
- 32.2 To the extent permitted by, and subject to the restrictions in, the Companies Act 2006 and without prejudice to any indemnity to which he may otherwise be entitled, the Directors shall have the power to provide funds to meet any expenditure incurred or to be incurred by any relevant officer in defending any criminal or civil (including regulatory) proceedings, or in connection with an application under the Companies Act 2006, or to enable him to avoid incurring such expenditure.
- 32.3 Without prejudice to the provisions of article 33, the Directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of any person who is a relevant officer or an employee or former employee of the Company or any associated company or who is or was a trustee of a retirement benefits scheme or another trust in which a relevant officer or an employee or former employee is or has been interested, indemnifying him against liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against by the Company.
- 32.4 In these articles:
 - 32.4.1 companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - 32.4.2 **relevant officer** means any current or former Director, secretary or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006)), other than any person (whether an officer or not) engaged by the Company (or associated company) as an auditor, to the extent he acts as an auditor.

33 INSURANCE

- 33.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.
- 33.2 In this article:
 - 33.2.1 a **relevant Director** means any Director or former Director of the Company or an associated company; and
 - 33.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director'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

33.2.3 companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate.