

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

FUTURAMA SIGNS LIMITED
COMPANY NO. 00627585

ARTICLES OF ASSOCIATION
(Adopted on 3rd April 2020)



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Company No: 00627585

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

FUTURAMA SIGNS LIMITED

1. PRELIMINARY

- 1.1 The provisions contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (the "**Model Articles**") apply to the Company, except as provided in and so far as the same are not inconsistent with the provisions of these Articles, and shall together with these Articles constitute the articles of association of the Company.
- 1.2 Articles 8, 11(2), 11(3), 13, 14(1), 14(2), 14(3), 14(4), 17(2), 21, 24(2)(c), 27, 28, 29, 44(3), 44(4), 49 and 53(2)(a) of the Model Articles shall not apply to the Company.
- 1.3 In these Articles, unless the context otherwise requires, the following expressions shall have the following meanings:

2006 Act

the Companies Act 2006;

Articles

the articles of association of the Company, whether as originally adopted or as from time to time altered by special or written resolution;

associated

in the context of two companies, one is a subsidiary of the other or both are subsidiaries of the same body corporate;

Board

the board of directors of the Company from time to time;

Business Day

a day on which banks are open for business in London, other than a Saturday a Sunday or public holiday;

Company or company

means Futurama Signs Limited (CRN: 00627585);

Company secretary	the secretary of the Company (if any) or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
eligible director	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);
Shareholder or member	a holder of Shares;
Shares or shares	the Ordinary Shares of £1 each and any other issued shares from time to time issued in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;
Statutes	the Companies Acts and every other statute (including any orders, regulations or other subordinate legislation made thereunder) for the time being in force concerning companies and affecting the Company;
United Kingdom	Great Britain and Northern Ireland.
1.4	Words importing persons include bodies corporate and unincorporated associations.
1.5	Words importing the singular shall, where the context so permits, include a reference to the plural and vice versa.
1.6	Subject as aforesaid, any words or expressions defined in the 2006 Act shall (if not inconsistent with the subject or context) bear the same meaning in these Articles.
1.7	Subject to Article 1.6, reference to any act, statute or statutory provision shall include any statutory modification, amendment or re-enactment thereof and every other act, order, regulation or other subordinate legislation made pursuant thereto from time to time in force.
1.8	A special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these Articles.
1.9	References to any notice, resolution or other document being “written” or “in writing” shall mean written or reproduced by any substitute for writing or partly one and partly another, whether in electronic form, published on a website or otherwise.
1.10	References to an “address” shall include any number or address used for the purposes of sending or receiving documents or information in electronic form in accordance with the provisions of the 2006 Act and as expressly permitted by, or pursuant to, these Articles, such number or address for the time being having been notified to the sender by or on behalf of the recipient as being acceptable to the recipient for the particular manner of electronic form for the subject or class of the subject matter concerned.

- 1.11 For the purposes of these Articles (and without prejudice to the other provisions of these Articles), the cases in which notice in writing is to be taken as given to a member include any case in which the notice is sent, published on a website, or treated as given in electronic form in accordance with the 2006 Act.

2. REGISTERED OFFICE

The Company's registered office is to be situated in England and Wales.

3. SHARE CLASSES AND RIGHTS AND SHARE CAPITAL

- 3.1 The Company may from time to time issue shares of different classes with different rights and restrictions attached to them.

- 3.2 On the date of adoption of these articles of association, the Company has 20,000 Ordinary Shares of £1 in issue, each credited as fully paid up, each such Share having the rights and being subject to the restrictions detailed below.

- 3.3 Each of the Ordinary Shares shall carry pari passu voting and dividend rights.

- 3.4 Each of the Ordinary Shares shall carry pari passu rights to a return of capital at par on the winding up and pari passu rights to any other distribution or realisation of capital of the Company.

- 3.5 In accordance with section 567 of the 2006 Act, all of the requirements of sections 561 and 562 of the 2006 Act shall be excluded from applying to the Company in relation to the allotment by the Company of any equity securities.

- 3.6 Subject to Article 3.7, and as otherwise provided in these Articles and to any direction or authority contained in the resolution of the Company creating or authorising the same, the directors are generally and unconditionally authorised, for the purposes of section 551 of the 2006 Act, to exercise any power of the Company to:

3.6.1 offer or allot;

3.6.2 grant options or rights of subscription or conversion over unissued shares; or

3.6.3 otherwise deal in, or dispose of,

any shares to such persons (whether existing shareholders or not), at such times and on such terms and conditions as they think proper.

- 3.7 The authority referred to in Article 3.6:

3.7.1 shall be limited to a maximum nominal value of £10,000,000;

3.7.2 shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution; and

3.7.3 may only be exercised during the period of five years following the date of adoption of these articles, save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired).

4. DIVIDENDS

- 4.1 Dividends shall be paid according to the amounts paid up or credited as paid on the shares on the date of any resolution or the decision to declare and pay it and Model Article 30(4) shall be read and construed accordingly.
- 4.2 The directors may deduct from any dividend payable on or in respect of a share all sums of money presently payable by the holder to the Company on any account whatsoever.

5. PROCEEDINGS AT GENERAL MEETINGS

- 5.1 The directors may direct that members, proxies or duly appointed corporate representatives wishing to attend any general meeting should submit to such searches or other security arrangements or restrictions as the directors shall consider appropriate in the circumstances and shall be entitled in their absolute discretion to refuse entry to, or eject from, such general meeting any member or proxy who fails to submit to such searches or otherwise to comply with such security arrangements or restrictions.
- 5.2 A poll shall be taken as the chairman of the meeting may direct and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll.
- 5.3 The result of the poll (unless it was held at an adjourned meeting) shall be deemed to be the resolution of the meeting at which the poll was demanded.

6. VOTES

- 6.1 Subject to any rights or restrictions attached to any shares, on a show of hands every member present in person or by proxy, or (if a corporation) present by a representative duly authorised in accordance with the 2006 Act who is not also himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every Share of which he is the holder.
- 6.2 No member shall be entitled to vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, unless all calls or other sums presently payable by him in respect of shares of the Company have been paid.
- 6.3 A proxy notice or any notice revoking a proxy appointment shall:
- 6.3.1 in the case of an individual, shall be signed by the appointor or by his attorney; or
 - 6.3.2 in the case of a body corporate, shall be either executed by it or signed on its behalf by an attorney or a duly authorised officer of the body corporate; or
 - 6.3.3 in either case (whether Article 6.3.1 or 6.3.2 applies), where the proxy notice or any notice revoking a proxy appointment is to be effected in electronic form, signed in the manner and otherwise completed and delivered upon such terms and arrangements stipulated by the directors,
- and the directors may require evidence of the authority of any such officer or attorney.
- 6.4 The appointment or revocation of appointment of a proxy shall not be valid unless:

- 6.4.1 in the case of an appointment in writing but not in electronic form, the appointment is deposited at such place or one of such places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting or in any appointment of proxy or other accompanying document sent by the Company in relation to the meeting (or, if no place is so specified, at the registered office of the Company); or
- 6.4.2 in the case of an appointment in electronic form, where an address for and manner of communication with the Company has been stipulated for that purpose in or by way of note to the notice convening the meeting or in any other document accompanying such notice or in any invitation in electronic form to appoint a proxy sent by the Company in relation to the meeting, be received at such address or by such means; and
- 6.4.3 in either case (whether Article 6.4.1 or 6.4.2 applies), the appointment is received by the Company (a) not later than 48 hours before the time appointed for holding the meeting or adjourned meeting; or (b) in the case of a poll taken more than 48 hours after it was demanded, not later than 24 hours before the time appointed for the taking of the poll; or (c) in the case of a poll taken not more than 48 hours after it was demanded, at the time at which it was demanded provided that (i) an appointment of a proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered or received for the purposes of any meeting shall not require again to be delivered or received in relation to any subsequent meetings to which it relates; and (ii) the directors, when calculating the return period for proxy forms deposited in accordance with these Articles, shall not be entitled to take account of any part of a day that is not a working day in accordance with section 327(3) of the 2006 Act; and
- 6.4.4 failing previous registration with the Company, the power of attorney or other authority, if any, under which the appointment of a proxy is executed, or a notarially certified copy or a copy certified in accordance with the Power of Attorneys Act 1971 of that power of attorney, or a copy certified in some other manner approved by the directors, shall also be deposited or received at the registered office of the Company or such other place as specified in accordance with the aforementioned provisions of this Article not later than the time by which the appointment of a proxy is required to be deposited or received in accordance with this Article and subsection (4) of Model Article 44 shall be read and construed accordingly.

7. CLASS MEETINGS

- 7.1 Any separate meeting for the holders of any class of shares shall be convened and conducted in all respects as nearly as possible in the same way as a general meeting of the Company provided that:
- 7.1.1 no member, other than a director, shall be entitled to notice of it or to attend unless he is a holder of shares of that class;
- 7.1.2 no vote shall be given except in respect of the shares of that class;
- 7.1.3 the quorum attending such meeting shall be one person present in person holding or representing by proxy at least 50% in nominal value of the issued shares of the class;

7.1.4 the quorum attending adjourned meetings shall be one person present in person or by proxy holding shares of the class in question; and

7.1.5 a poll may be demanded in writing by any holder of shares of the class present in person or by proxy and entitled to vote and on a poll each holder shall have one vote for every share of the class in question held by him.

8. DIRECTORS

8.1 The minimum number of directors shall be one. In the event of there being only one director for the time being, such sole director shall have authority to exercise all the powers and discretions vested in the directors generally for so long as he remains the sole director.

8.2 Model Article 7 shall be amended by the insertion of the words "for the time being" at the end of Model Article 7(2)(a) and the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may"

8.3 A director or alternate director shall not require any share qualification and any director or alternate director who is not a member of the Company shall nevertheless be entitled to receive notices of and attend and speak at any general meeting of the Company and at any separate meeting of the holders of any class of shares of the Company.

8.4 Model Article 20 shall be amended by the insertion of the words "(including alternate directors and any company secretary)" before the words "properly incur".

9. APPOINTMENT OF DIRECTORS

9.1 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors.

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

10. DISQUALIFICATION AND REMOVAL OF DIRECTORS

10.1 A director shall be removed from office immediately upon the Company receiving a direction in writing to that effect from Shareholders whose Shares carry a majority of the voting rights in the Company.

10.2 The office of a director shall also be vacated in any of the events set out in Model Article 18 1 and Model Article 18 shall be modified accordingly.

11. DIRECTORS' INDEMNITY AND INSURANCE

11.1 Subject to the provisions of, and so far as may be permitted by, the statutes, but without prejudice to any other indemnity to which he may otherwise be entitled, every person who is or was at any time a director, alternate director, company secretary or other officer of the Company or an associated company shall be entitled to be indemnified by

and out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and/or discharge of his duties and/or in the exercise or purported exercise of his powers and/or in connection with the activities of the Company or an associated company in its capacity of a trustee of an occupational pension scheme (as defined in section 235(6) of the 2006 Act) and/or otherwise in relation to or in connection with his duties, powers or office including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted, or alleged to have been done or omitted, by him as an officer or employee of the Company or an associated company and in which judgement is given in his favour (or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted, or in connection with any application under any statute for relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company or an associated company in which relief is granted to him by any court of competent jurisdiction.

- 11.2 Model Article 53 shall be amended by the replacement of the words "relevant director" with the words "every person who is or was at any time a director, alternate director, company secretary or other officer of the Company or an associated company"

12. PROCEEDINGS OF DIRECTORS

- 12.1 Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit.
- 12.2 The directors may elect such person whom they decide in their absolute discretion to be the chairman of the Board.
- 12.3 Subject to Article 8.1, the quorum for the transaction of business of the directors may be fixed by the directors and unless so fixed it shall be not less than two persons except where there is a sole Director in office then the quorum shall be one and save that, if Darren McMurray is a director of the Company, (a) his (or his alternate's) presence at a meeting shall render it quorate even if no other director is present and (b) a quorate meeting cannot be held unless Darren McMurray (or his alternate) is present.
- 12.4 For the purposes of any meeting (or part of a meeting) held pursuant to Article 14 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 12.5 Questions arising at a meeting shall be decided by a majority of votes.
- 12.6 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman shall not have a second or casting vote.
- 12.7 Article 12.6 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with these Articles, the chairman is not an eligible director for the purposes of that meeting (or part of a meeting).
- 12.8 A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 12.9 An alternate director who is not himself a director may, if his appointor is not present, be counted towards the quorum.

- 12.10 A meeting of the directors shall, subject to notice thereof having been given in accordance with these Articles, for all purposes be deemed to be held when a director is or directors are in communication by telephone or television (or any other form of audio visual linking) with another director or directors and all of the directors in communication agree to treat the meeting as so held, if the number of the directors in communication constitutes a quorum of the Board in accordance with these Articles. Such a 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 chairman of the meeting then is. A resolution passed by the directors at such a meeting as specified in this Article 12.10 shall be as valid as it would have been if passed at an actual meeting duly convened and held.
- 12.11 A resolution in writing executed by all eligible directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may be contained in one document or in several documents in the same terms each executed by one or more directors.
- 12.12 A written resolution of the directors executed by an alternate director need not also be signed by his appointor and, if it is executed by a director who has appointed an alternate director, it need not be executed by the alternate director in that capacity.
- 12.13 A decision may not be taken in accordance with this article 12 if the eligible directors would not have formed a quorum at such a meeting.

13. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

- 13.1 Subject to the Companies Acts and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 13.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 13.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
 - 13.1.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present;
 - 13.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
 - 13.1.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

- 13.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) 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 2006 Act.

14. DIRECTORS' POWERS TO AUTHORISE CONFLICTS OF INTEREST

- 14.1 The directors may, in accordance with the requirements set out in this Article 14, 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 2006 Act to avoid a conflict of interest (a "**Conflict**").

- 14.2 Any authorisation under this Article 14 will be effective only if:

14.2.1 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;

14.2.2 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

14.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

- 14.3 Any authorisation of a Conflict under this Article 14 may (whether at the time of giving the authorisation or subsequently):

14.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;

14.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;

14.3.3 be terminated or varied by the directors at any time; and

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

- 14.4 In authorising a Conflict, the directors 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 of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

14.4.1 disclose such information to the directors or to any director or other officer or employee of the Company; or

14.4.2 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.

14.5 Where the directors authorise a Conflict, they may provide, without limitation (whether at the time of giving the authorisation or subsequently), that the director:

14.5.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;

14.5.2 is not given any documents or other information relating to the Conflict; and/or

14.5.3 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.

14.6 Where the directors authorise a Conflict:

14.6.1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict; and

14.6.2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the 2006 Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.

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

15. ALTERNATE DIRECTORS

15.1 Any director may at any time by writing under his hand and deposited at the registered office of the Company, or delivered at a meeting of the directors, appoint any person (including another director) to be his alternate director and may in like manner at any time terminate such appointment. Such appointment, unless previously approved by the directors, shall have effect only upon and subject to being so approved.

15.2 The appointment of an alternate director shall determine on the happening of any event which, if he were a director, would cause him to vacate such office or if his appointor ceases to be a director.

15.3 An alternate director (except when absent from the United Kingdom) shall be entitled to receive notices of meetings of the directors and shall be entitled to attend and vote as a director at any such meeting at which the director appointing him is not personally present and generally at such meeting to perform all the functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he (instead of his appointor) were a director.

15.4 If an alternate director shall be himself a director or shall attend any such meeting as an alternate for more than one director his voting rights shall be cumulative.

15.5 If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill health or disability, the execution by an alternate director of any

resolution in writing of the directors shall be as effective as the execution by his appointor.

15.6 To such extent as the directors may from time to time determine in relation to any committees of the directors, the foregoing provisions of this Article 15 shall also apply mutatis mutandis to any meeting of such committee of which the appointor of an alternate director is a member.

15.7 An alternate director shall not (save as provided in this Article 15) have power to act as a director nor shall he be deemed to be a director for the purposes of these Articles, but he shall be an officer of the Company responsible for his own acts and defaults and shall not be deemed to be the agent of the director appointing him.

15.8 An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

16. EXECUTION OF DOCUMENTS

Where the statutes so permit, any document signed by one director and any company secretary, by two directors or by one director in the presence of a witness and expressed to be executed by the Company as a deed shall have the same effect as if executed under the common seal provided that no document which makes clear on its face that it is intended by the person or persons making it to have effect as a deed shall be so signed without the authority of the directors or of a committee authorised by the directors in that behalf. The obligation under Model Article 24(5) relating to the sealing of share certificates shall be read and construed in accordance with this article.

17. NOTICES

17.1 Subject to the provisions of the statutes, a notice or other document may be given by the Company to any member in writing:

17.1.1 by hand; or

17.1.2 by sending it by pre-paid first class post or, when sending outside the United Kingdom, by any means of recorded post, in each case, to his registered address; or

17.1.3 by sending it in electronic form to an address or number supplied by him to the Company and specified by the member to be used for such purpose;

save that a share certificate may only be given by the Company to a member by a method set out in Article 17.1.1 or Article 17.1.2.

17.2 In the absence of an address (including an address or number for documents to be sent in electronic form), the member shall not be entitled to receive from the Company notice of any meeting.

- 17.3 In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.
- 17.4 Notices shall be deemed to have been received:
- 17.4.1 if delivered by hand, on the day of delivery;
 - 17.4.2 if sent by first class post, two business days after posting exclusive of the day of posting;
 - 17.4.3 if sent by recorded post outside the United Kingdom, five business days after posting exclusive of the day of posting; and
 - 17.4.4 if sent by fax, at the time of transmission or, if the time of transmission is not during the addressee's normal business hours, at 9.30 am on the next business day and if otherwise sent in electronic form, at the expiration of 48 hours after the time it was sent;
- 17.5 Any notice or other document may only be served on, or delivered to, the Company by anyone:
- 17.5.1 by sending it through the post in a pre-paid envelope addressed to the Company or any officer of the Company at the registered office of the Company, or such other place in the United Kingdom as may from time to time be specified by the Company;
 - 17.5.2 by delivery of it by hand to the registered office of the Company or such other place in the United Kingdom as may from time to time be specified by the Company; and
 - 17.5.3 if an address has been specified by the Company for such purpose, in electronic form and in proving such service or delivery, proof that a notice or document in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or document was served or delivered notwithstanding that the Company becomes aware that the member has failed to receive the relevant document or information for any reason and notwithstanding that the Company subsequently sends such document or information in hard copy form by post to the member.
- 17.6 Nothing in these Articles shall affect any requirement of the statutes that any particular offer, notice or other document be served in any particular manner.
- 17.7 The directors may from time to time make such arrangements or regulations (if any) as they, in their absolute discretion, think fit in relation to the giving of notices or other documents in electronic form by or to the Company, and otherwise for the purpose of implementation and/or supplementing the provisions of these Articles and the statutes in relation to documents in electronic form and such arrangements and regulations (as the case may be) shall have the same effect as if set out in this Article 17.