

**Company number 07804963**

**SPECIAL RESOLUTION**

**OF**

**ABOUT HR LIMITED (Company)**

Passed on the 7<sup>th</sup> of December 2011

The following resolution was duly passed as a special resolution on the 7<sup>th</sup> of December 2011 by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006

**SPECIAL RESOLUTION**

**THAT** the draft regulations attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

Signed

*J. Aichester*

Director



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**COMPANY NUMBER: 07804963**

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION OF  
ABOUT HR LIMITED**

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**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**ABOUT HR LIMITED**  
**COMPANY NUMBER: 07804963**

**INTRODUCTION**

**1. INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires

“**Act**”: means the Companies Act 2006,

“**AJA**”: means the Administration of Justice Act 1985,

“**appointor**”: has the meaning given in article 13.1,

“**Articles**”: means the Company's articles of association for the time being in force,

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

“**Company**”: means About HR Limited registered with number 07804963,

“**Conflict**”: has the meaning given in article 9.1,

“**Director**” or “**Directors**”: means a director or directors of the Company,

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

**“EEL”**: has the meaning ascribed to it in the Framework Rules

**“Framework Rules”**: means the SRA Practice Framework Rules 2011 or any modification or re-enactment for the time being in force,

**“member”**: means a person whose name is entered in the Company’s register of members,

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

**“recognised body”**: means a body corporate for the time being recognised under section 9 of the AJA and the Regulations,

**“REL”**: means an individual registered with the SRA under Regulation 17 of the European Communities (Lawyer’s Practice) Regulations 2000 (*SI 2000/1119*),

**“RFL”**: means a person registered in accordance with section 89 of the Courts and Legal Services Act 1990,

**“Regulations”**: means the SRA Recognised Bodies Regulations 2011 or any modification or re-enactment for the time being in force,

**“Society”**: means the Law Society in accordance with section 87 of the Solicitors Act 1974,

**“solicitor”**: means a person qualified to act as a solicitor under section 1 of the Solicitors Act 1974 and who has been admitted as a solicitor of the Senior Courts of England and Wales and whose name is on the roll kept by the Society under section 6 of the Solicitors Act 1974,

**“SRA”**: means the Solicitors Regulation Authority, and reference to the SRA as an approved regulator or licensing authority means the SRA carrying out regulatory functions assigned to the Society as an approved regulator or licensing authority,

- 12 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles

- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- (a) any subordinate legislation from time to time made under it, and
  - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 6 Any phrase introduced by the terms "**including**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 7 The Model Articles shall apply to the Company except in so far as they are modified or excluded by these Articles
- 1 8 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 52 and 53 of the Model Articles shall not apply to the Company
- 1 9 Article 7 of the Model Articles shall be amended by
- (a) the insertion of the words "for the time being" at the end of article 7(2)(a), and
  - (b) the insertion in article 7(2) of the words "(for so long as he remains the sole Director)" after the words "and the Director may"
- 1 10 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate Directors) and the secretary" before the words "properly incur"
- 1 11 In Article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"
- 1 12 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 12 5," after the word "But"

1 13 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name"

1 14 Articles 31(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the Directors may otherwise decide"

## 2. **PRELIMINARY**

2 1 Articles 3, 4, 13, 14 1 and 17 1 of the Articles may only be amended or repealed with the unanimous consent of all of the members of the Company either by resolution at a general meeting of the Company or in the form of a written resolution

2 2 No person shall be a member of the Company unless he/it is.

- (a) a solicitor with a current practising certificate or other lawyer of England and Wales,
- (b) an REL,
- (c) an RFL,
- (d) an EEL,
- (e) any other person or body corporate which is a legally qualified body permitted by the Framework Rules or the Regulations to be a member of the Company

**PROVIDED** in each case that such person or body complies with the requirements of the Framework Rules and the Regulations

2 3 A member shall not hold a share for another person save as may be permitted by the Framework Rules or the Regulations A member shall not create any charge or other third party interest (save as may be permitted by the Framework Rules or the Regulations) over any share

2 4 A member shall disclose to the Company in writing

- (a) The nature and extent of any interests in shares registered in his/its name and the persons by whom such interests are held, and
- (b) Any change in the nature and extent of such interests or the identity of the persons by whom such interests are held

forthwith on the creation of or the change in the interest concerned

- 2 5 The Company may require a member to furnish any information, document or other matter which the Directors may think necessary for the purpose of enabling the Company to comply with the Framework Rules or the Regulations and the member shall furnish the information, document or other matter required within such period as may be determined by the Directors

### **3. THE FRAMEWORK RULES AND THE REGULATIONS**

The management of the Company and the allotment, issue, holding, transfer and transmission of all shares in the capital of the Company shall be subject to the Framework Rules and the Regulations and nothing in the Articles shall be construed as authorising any breach of the Framework Rules or the Regulations or any rules, principles or requirements of conduct applicable to recognised bodies by virtue of the Framework Rules, the Regulations or the AJA, section 9

## **DIRECTORS**

### **4. UNANIMOUS DECISIONS**

- 4 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
- 4 2 Such a decision may take the form of a resolution in writing, where each eligible Director has signed one or more copies of it or to which each eligible Director has otherwise indicated agreement in writing
- 4 3 A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such a meeting

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

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

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

- 6 1 Subject to article 6 2, article 12 1 and to article 7 (2) of the Model Articles the quorum for the transaction of business at a meeting of Directors is any two eligible Directors
- 6 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 9 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

- 6.3 If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision
- (a) to appoint further Directors, or
  - (b) to call a general meeting so as to enable the shareholders to appoint further Directors

## **7 CASTING VOTE**

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

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

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

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
- (b) shall be an eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such contract or proposed contract in which he is interested,
- (c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested,
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director,
- (e) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement

shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

**9. DIRECTORS' CONFLICTS OF INTEREST**

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

9.2 Any authorisation under this article will be effective only if

- (a) the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine,
- (b) any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question, and
- (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted

9.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently)

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

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

9.4 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

- (a) disclose such information to the Directors or to any Director or other officer or employee of the Company, or
- (b) 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

9 5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director

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

9 6 Where the Directors authorise a Conflict.

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

9 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

## **10. RECORDS OF DECISIONS TO BE KEPT**

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

## **11. NUMBER OF DIRECTORS**

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

## **12. APPOINTMENT OF DIRECTORS**

12.1 Nothing in these Articles or in the Model Articles shall prevent appropriate steps being taken to appoint a new or replacement Director in order to comply with Regulation 12.11 of the Regulations

12.2 No person shall be appointed or re-appointed or act as a Director unless he is a

- (a) a solicitor with a current practising certificate or other lawyer of England and Wales,
- (b) an REL,
- (c) an RFL,
- (d) an EEL,
- (e) any other person permitted by the Framework Rules or the Regulations to be a director of a recognised body

12.3 The Company may, by ordinary resolution in general meeting or by written resolution, appoint any

- (a) solicitor with a current practising certificate or other lawyer of England and Wales,
- (b) REL,
- (c) RFL,
- (d) EEL,
- (e) other person permitted by the Framework Rules or the Regulations to be a director of a recognised body

who is willing to act to be a Director either to fill a casual vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with these Articles as the maximum number of Directors and provided there shall be no breach of the Framework Rules or the Regulations

12.4 The Directors may appoint any

- (a) solicitor with a current practising certificate or other lawyer of England and Wales,
- (b) REL,
- (c) RFL,
- (d) EEL,

- (e) other person permitted by the Framework Rules or the Regulations to be a director of a recognised body

who is willing to act to be a Director either to fill a casual vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with these Articles as the maximum number of Directors and provided there shall be no breach of the Framework Rules or the Regulations

- 12 5 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

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

- 13 1 Any Director (**appointor**) may appoint as an alternate any other Director, or any other person being

- (a) a solicitor with a current practising certificate or other lawyer of England and Wales.
- (b) an REL,
- (c) an RFL,
- (d) an EEL,
- (e) any other person permitted by the Framework Rules or the Regulations to be a director of a recognised body

approved by the Directors to

- (i) exercise that Director's powers, and
- (ii) carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor and may remove such person

- 13 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors

- 13 3 The notice must

- (a) identify the proposed alternate, and

- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice

#### **14. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

14 1 An alternate Director may act as alternate Director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor

14 2 Except as the Articles specify otherwise, alternate Directors

- (a) are deemed for all purposes to be Directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their appointors, and
- (d) are not deemed to be agents of or for their appointors

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

14 3 A person who is an alternate Director but not a Director

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),
- (b) may participate in a unanimous decision of the Directors (but only if his appointor is an eligible Director in relation to that decision, but does not participate), and
- (c) shall not be counted as more than one Director for the purposes of articles 14 3(a) and (b)

14 4 A Director who is also an alternate Director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present

14 5 An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

#### **15. TERMINATION OF ALTERNATE DIRECTORSHIP**

An alternate Director's appointment as an alternate terminates

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director,
- (c) on the death of the alternate's appointor, or
- (d) when the alternate's appointor's appointment as a Director terminates

## **16. DISQUALIFICATION OF DIRECTORS**

The office of a Director shall forthwith be vacated if

- 16 1 In the case of a solicitor he ceases to be qualified to act as a solicitor under the Solicitors Act 1974, section 1 or, in the case of an REL, his name is struck off the register of European lawyers or his registration is cancelled or suspended or, in the case of an RFL, his name is struck off the register of foreign lawyers or his registration is cancelled or suspended or, in the case of an EEL lawyer, he is struck off or suspended or removed from the roll of lawyers in his home jurisdiction or his right to practise is terminated or suspended or, in the case of any other person previously permitted under the Framework Rules and the Regulations to be Director, he ceases to be so permitted,
- 16 2 by notice in writing to the Company he resigns the office of Director,
- 16 3 he becomes bankrupt or insolvent or makes any arrangement or composition with his creditors,
- 16 4 he is removed from office by a resolution duly passed under the Companies Act 2006, section 168,
- 16 5 he is prohibited from being a Director by any order made under the Company Directors Disqualification Act 1986
- 16 6 He is removed by the unanimous resolution of all the other Directors

## **17. SECRETARY**

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

## **DECISION MAKING BY SHAREHOLDERS**

### **18. POLL VOTES**

- 18 1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting
- 18 2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

### **19. VOTES OF MEMBERS**

- 19 1 Subject to the Framework Rules and the Regulations and to any rights or restrictions attached to any shares on a show of hands every member who (being an individual) is present in person or (being a corporate body) is present by a duly authorised corporate representative shall have one vote and, on a poll, every member shall have one vote for every share of which he/it is the holder
- 19 2 A member shall not tender a vote in breach of the Framework Rules or of the Regulations and any vote so tendered shall not be accepted
- 19 3 Where a member fails to disclose or furnish any information, document or other matter which he/it is required to disclose or furnish to the Company under article 2 5 the Directors may resolve that no vote shall be tendered or accepted in respect of any share held by or for him/it until the member shall have disclosed or furnished the information Document or other matter required Notice of the passing of such resolution shall forthwith be given to the member affected thereby

### **20. PROXIES**

- 20 1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"
- 20 2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid ,unless the Directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article



20 3 For the purpose of attending and voting at any general meeting of the Company a member shall not appoint any person as a proxy or corporate representative contrary to the Framework Rules or the Regulations

20 4 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)

“[name of Company]

I/We \_\_\_\_\_ of \_\_\_\_\_, being a member/members of the above-named company, hereby appoint \_\_\_\_\_ of \_\_\_\_\_, being a person who can properly be appointed as proxy under the SRA Practice Framework Rules 2011 and the SRA Recognised Bodies Regulations 2011 at the time of the meeting or any adjournment thereof, or, failing him, \_\_\_\_\_ of \_\_\_\_\_, being a person who can properly be appointed as proxy under the SRA Practice Framework Rules 2011 and the SRA Recognised Bodies Regulations 2011 at the time of the meeting or any adjournment thereof as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the Company to be held on \_\_\_\_\_ and at any adjournment thereof

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ ”

20 5 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)

“[name of Company]

I/We, \_\_\_\_\_ of \_\_\_\_\_, being a member/members of the above-named company, hereby appoint \_\_\_\_\_ of \_\_\_\_\_, being a person who can properly be appointed as proxy under the SRA Practice Framework Rules 2011 and the SRA Recognised Bodies Regulations 2011 at the time of the meeting or any adjournment thereof, or failing him, \_\_\_\_\_ of \_\_\_\_\_, being a person who can properly be appointed as proxy under the SRA Practice Framework Rules 2011 and the SRA Recognised Bodies Regulations 2011 at the time of the meeting or any adjournment thereof, as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the Company to be held on \_\_\_\_\_, and at any adjournment thereof

This form is to be used in respect of the resolutions mentioned below as follows

Resolution No 1 \*for \*against

Resolution No 2 \*for \*against

*\*Strike out whichever is not desired "*

Unless otherwise instructed the proxy may vote as he thinks fit or abstain from voting

Signed this                      day of                      20 "

- 20 6     A vote given or poll demanded by proxy or by the duly authorised corporate representative of a recognised body shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

#### **ADMINISTRATIVE ARRANGEMENTS**

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

- 21 1     Any notice, document or other information shall be deemed served on or delivered to the intended recipient
- (a)     if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),
  - (b)     if properly addressed and delivered by hand, when it was given or left at the appropriate address,
  - (c)     if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
  - (d)     if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

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

- 21 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

## **22. INDEMNITY**

- 22 1 Subject to article 22 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer

(i) in the actual or purported execution and/or discharge of his duties, or in relation to them, and

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

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

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 22 1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

- 22 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

- 22 3 In this article

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant officer" means any Director or other officer or former Director or other officer of the Company or an associated company (including any

company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor)

**23. INSURANCE**

23 1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

23 2 In this article

- (a) a "relevant officer" means any Director or other officer or former Director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor),
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate