

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **9714239**

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

ASK YOUR SISTER TOURING LIMITED

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

Given at Companies House, Cardiff, on **3rd August 2015**



N09714239M

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 03/08/2015



X4CZE83F

*Company Name
in full:*

ASK YOUR SISTER TOURING LIMITED

Company Type:

Private limited by shares

*Situation of Registered
Office:*

England and Wales

*Proposed Register
Office Address:*

**8-9 FRITH STREET
LONDON
UNITED KINGDOM
W1D 3JB**

I wish to adopt entirely bespoke articles

Company Director **1**

Type: **Person**

Full forename(s): **MR JAMES ELLIOT**

Surname: **BOURNE**

Former names:

Service Address: **8-9 FRITH STREET
LONDON
UNITED KINGDOM
W1D 3JB**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **13/09/1983** *Nationality:* **BRITISH**

Occupation: **MUSICIAN**

Consented to Act: **Y** *Date authorised:* **03/08/2015** *Authenticated:* **YES**

Company Director 2

Type: **Person**

Full forename(s): **MR MATHEW JAMES**

Surname: **WILLIS**

Former names:

Service Address: **8-9 FRITH STREET
LONDON
UNITED KINGDOM
W1D 3JB**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **08/05/1983**

Nationality: **BRITISH**

Occupation: **MUSICIAN**

Consented to Act: **Y**

Date authorised: **03/08/2015**

Authenticated: **YES**

Statement of Capital (Share Capital)

Class of shares	ORDINARY	<i>Number allotted</i>	2
		<i>Aggregate nominal value</i>	2
<i>Currency</i>	GBP	<i>Amount paid per share</i>	1
		<i>Amount unpaid per share</i>	0

Prescribed particulars

THE SHARES HAVE ATTACHED TO THEM FULL VOTING, DIVIDEND AND CAPITAL DISTRIBUTION (INCLUDING ON WINDING UP) RIGHTS; THEY DO NOT CONFER ANY RIGHTS OF REDEMPTION.

Statement of Capital (Totals)

<i>Currency</i>	GBP	<i>Total number of shares</i>	2
		<i>Total aggregate nominal value</i>	2

Initial Shareholdings

Name: JAMES ELLIOT BOURNE

Address: 8-9 FRITH STREET
LONDON
UNITED KINGDOM
W1D 3JB

Class of share: ORDINARY

Number of shares: 1

Currency: GBP

*Nominal value of
each share:* 1

Amount unpaid: 0

Amount paid: 1

Name: MATHEW JAMES WILLIS

Address: 8-9 FRITH STREET
LONDON
UNITED KINGDOM
W1D 3JB

Class of share: ORDINARY

Number of shares: 1

Currency: GBP

*Nominal value of
each share:* 1

Amount unpaid: 0

Amount paid: 1

Statement of Compliance

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

Name: JAMES ELLIOT BOURNE

Authenticated: YES

Name: MATHEW JAMES WILLIS

Authenticated: YES

Authorisation

Authoriser Designation: subscriber

Authenticated: Yes

COMPANY HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

Ask Your Sister Touring Limited

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share each.

Name of each subscriber

Authentication by each subscriber

James Elliot Bourne

Mathew James Willis

Dated this 3rd day of August 2015

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

ASK YOUR SISTER TOURING LIMITED

Incorporated in England and Wales

SIMONS MUIRHEAD & BURTON

8 – 9 Frith Street

London

W1D 3JB

CONTENTS

INTRODUCTION.....	1
1. INTERPRETATION.....	1
DIRECTORS	2
2. COMMITTEES	2
3. DIRECTORS TO TAKE DECISIONS COLECTIVELY.....	3
4. DIRECTORS' WRITTEN RESOLUTIONS.....	3
5. UNANIMOUS DECISIONS	3
6. CALLING A DIRECTORS' MEETING.....	4
7. QUORUM FOR DIRECTORS' MEETINGS	4
8. CASTING VOTE.....	5
9. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY	5
10. DIRECTORS' CONFLICTS OF INTEREST	5
11. RECORDS OF DECISIONS TO BE KEPT	7
12. NUMBER OF DIRECTORS	7
13. APPOINTMENT OF DIRECTORS.....	7
14. TERMINATION OF DIRECTOR'S APPOINTMENT	7
15. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS	7
16. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS	8
17. TERMINATION OF ALTERNATE DIRECTORSHIP	9
18. SECRETARY	9
SHARES	9
19. PURCHASE OF OWN SHARES.....	9
DECISION MAKING BY SHAREHOLDERS.....	10
20. CONVENING GENERAL MEETINGS	10
21. NOTICE OF GENERAL MEETINGS.....	10
22. QUOUM FOR GENERAL MEETINGS.....	10
23. ADJOURNMENT	11
24. POLL VOTES.....	11
25. PROXIES	11
26. WRITTEN RESOLUTIONS OF SHAREHOLDERS	11
ADMINISTRATIVE ARRANGEMENTS.....	11
27. MEANS OF COMMUNICATION TO BE USED	11
28. INDEMNITY.....	12
29. INSURANCE	13

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ASK YOUR SISTER TOURING LIMITED

INTRODUCTION

1. INTERPRETATION

1.1. The following definitions and rules of interpretation apply in these Articles:

Act: means the Companies Act 2006.

appointor: has the meaning given in article 15.1

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 England on which banks in London are open for business.

Conflict: has the meaning given in article 10.1.

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).

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.

1.2. 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 or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7. 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.
- 1.8. Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.9. The Model Articles shall apply to the company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.10. Articles 7, 8, 9, 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.
- 1.11. 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".
- 1.12. 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".
- 1.13. Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 13," after the word "But".
- 1.14. 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 27(2) of the Model Articles," after the words "the transmittee's name".
- 1.15. Articles 31(1)(a) to (c) (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". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"

DIRECTORS

2. COMMITTEES

Where a provision of the articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of power, authority or discretion by the committee.

3. DIRECTORS TO TAKE DECISIONS COLECTIVELY

3.1. The general rule about decision-making by directors is that any decision of the directors must be taken as a majority decision at a meeting or as a directors' written resolution in accordance with article 4 or otherwise as a unanimous decision in accordance with article 5.

3.2. If:

3.2.1. the company only has one director for the time being; and

3.2.2. no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any provisions of the articles relating to directors' decision-making.

3.3. Subject to the articles, each director participating in a directors' meeting has one vote.

4. DIRECTORS' WRITTEN RESOLUTIONS

4.1. Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors).

4.2. If the company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors).

4.3. Notice of a proposed directors' written resolution must indicate:

4.3.1. the proposed resolution; and

4.3.2. the time by which it is proposed that the directors should adopt it.

4.4. A proposed directors' written resolution is adopted when a majority of the non-conflicted directors (or their alternates) have signed one or more copies of it, provided that those directors (or their alternates) would have formed a quorum at a directors' meeting were the resolution to have been proposed at such meeting.

4.5. Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

5. UNANIMOUS DECISIONS

5.1. 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.

- 5.2. A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting.
- 5.3. Once a directors' unanimous decision is taken in accordance with this article it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

6. CALLING A DIRECTORS' MEETING

- 6.1. Any director may call a directors' meeting by giving notice of the meeting to each of the directors (including alternate directors), whether or not he is absent from the UK, or by authorising the company secretary (if any) to give such notice.
- 6.2. Notice of any directors' meeting must indicate:
 - 6.2.1. its proposed date and time;
 - 6.2.2. where it is to take place; and
 - 6.2.3. 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.
- 6.3. Subject to article 6.4, notice of a directors' meeting shall be given to each director but need not be in writing.
- 6.4. Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company prior to or up to and including not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

7. QUORUM FOR DIRECTORS' MEETINGS

- 7.1. Subject to article 7.2, the quorum for the transaction of business at a meeting of directors is any two eligible directors.
- 7.2. For the purposes of any meeting (or part of a meeting) held pursuant to article 10 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.
- 7.3. 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:

7.3.1. to appoint further directors; or

7.3.2. to call a general meeting so as to enable the shareholders to appoint further directors.

8. 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.

9. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

9.1. 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:

9.1.1. 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;

9.1.2. shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;

9.1.3. 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 existing or proposed transaction or arrangement in which he is interested;

9.1.4. 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;

9.1.5. 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

9.1.6. shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such 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.

10. DIRECTORS' CONFLICTS OF INTEREST

- 10.1. 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 (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).
- 10.2. Any authorisation under this article 10 will be effective only if:
- 10.2.1. the matter in question shall have been proposed by any director for consideration 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;
 - 10.2.2. any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director; and
 - 10.2.3. the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted.
- 10.3. Any authorisation of a Conflict under this article 10 may (whether at the time of giving the authorisation or subsequently):
- 10.3.1. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 10.3.2. provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - 10.3.3. provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - 10.3.4. impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 10.3.5. provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the company) information that is confidential to a third party, he will not be obliged to disclose that information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence; and
 - 10.3.6. permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from

reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

- 10.4. Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 10.5. The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 10.6. 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.

11. 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.

12. 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.

13. APPOINTMENT OF DIRECTORS

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.

14. TERMINATION OF DIRECTOR'S APPOINTMENT

Article 18(c) of the Model Articles shall be amended by the addition of the words "and the company resolves that his office be vacated" at the end of the sub-Article.

15. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 15.1. Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

15.1.1. exercise that director's powers; and

15.1.2. carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

15.2. 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.

15.3. The notice must:

15.3.1. identify the proposed alternate; and

15.3.2. 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.

16. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

16.1. 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.

16.2. Except as the Articles specify otherwise, alternate directors:

16.2.1. are deemed for all purposes to be directors;

16.2.2. are liable for their own acts and omissions;

16.2.3. are subject to the same restrictions as their appointors (including those set out in sections 172 to 177 of the Act inclusive and article 10); and

16.2.4. 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.

16.3. A person who is an alternate director but not a director:

16.3.1. 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 and provided that no alternate may be counted as more than one director for these purposes);

16.3.2. 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

- 16.3.3. may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).
- 16.4. 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.
- 16.5. An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be 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.

17. TERMINATION OF ALTERNATE DIRECTORSHIP

- 17.1. An alternate director's appointment as an alternate terminates:
- 17.1.1. when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;
 - 17.1.2. when notification is received by the company from the alternate that the alternate is resigning as alternate for that appointor and such resignation has taken effect in accordance with its terms;
 - 17.1.3. 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;
 - 17.1.4. on the death of the alternate's appointor; or
 - 17.1.5. when the alternate's appointor's appointment as a director terminates.

18. 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.

SHARES

19. PURCHASE OF OWN SHARES

19.1. Subject to the Act but without prejudice to any other provision of these Articles, the company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) with cash up to any amount in a financial year not exceeding the lower of:

19.1.1. £15,000; and

19.1.2. the value of 5% of the company's share capital.

DECISION MAKING BY SHAREHOLDERS

20. CONVENING GENERAL MEETINGS

The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with the Act. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or the members requisitioning the meeting (or any of them representing more than one half of the total voting rights of them all) may call a general meeting. If the company has only a single member, such member shall be entitled at any time to call a general meeting.

21. NOTICE OF GENERAL MEETINGS

21.1. General meetings (other than an adjourned meeting) shall be called by at least 14 Business Days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote, being a majority together holding not less than 90% in nominal value of the shares at the meeting, giving that right.

21.2. The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it.

21.3. Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all members, to all persons entitled to a share in consequence of the death or bankruptcy of a member (if the company has been notified of their entitlement) and to the directors, alternate directors and the auditors for the time being of the company.

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

22. QUOUM FOR GENERAL MEETINGS

No business shall be transacted at any meeting unless a quorum is present. Subject to section 318(2) of the Act, two qualifying persons (as defined in section 318(3) of the Act) entitled to vote upon the business to be transacted shall be a quorum; provided that if the company has only a single member, the quorum shall be one such qualifying person.

23. ADJOURNMENT

- 23.1. Article 41(1) of the Model Articles shall be amended by inserting the following sentence at the end of the first sentence of that article: "If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved".

24. POLL VOTES

- 24.1. On a poll every member who (being an individual is present in person or by proxy) or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote for every share of which he is the holder. On a poll, a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.
- 24.2. 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.
- 24.3. 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.
- 24.4. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

25. PROXIES

- 25.1. 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".
- 25.2. 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" as a new paragraph at the end of that article.

26. WRITTEN RESOLUTIONS OF SHAREHOLDERS

A resolution of the members (or a class of members) may be passed as a written resolution in accordance with Chapter 2 of Part 13 of the Act.

ADMINISTRATIVE ARRANGEMENTS

27. MEANS OF COMMUNICATION TO BE USED

- 27.1. Subject to article 27.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- 27.1.1. if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - 27.1.2. if sent by fax, at the time of transmission; or
 - 27.1.3. if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
 - 27.1.4. if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
 - 27.1.5. 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; and
 - 27.1.6. if deemed receipt under the previous paragraphs of this article 27.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.
- 27.2. To prove service, it is sufficient to prove that:
- 27.2.1. if delivered by hand the notice was delivered to the correct address; or
 - 27.2.2. if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
 - 27.2.3. if sent by post the envelope containing the notice was properly addressed, paid for and posted; or
 - 27.2.4. if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

28. INDEMNITY

- 28.1. Subject to article 28.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 28.1.1. 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:

- (a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- (b) 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

- 28.1.2. 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 28.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 28.2. 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.

- 28.3. In this article:

- 28.3.1. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

- 28.3.2. 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) and may, if the members so decide, include 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).

29. INSURANCE

- 29.1. 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.

- 29.2. In this article:

- 29.2.1. 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);
- 29.2.2. 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
- 29.2.3. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.