

**FILE COPY**



**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE COMPANY LIMITED BY GUARANTEE**

Company Number **11192361**

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

**BRIDGEHEAD SOUTH MANAGEMENT LIMITED**

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

Given at Companies House, Cardiff, on **7th February 2018**



\* N11192361B \*



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



Companies House

**IN01**<sub>(ef)</sub>

**Application to register a company**



Received for filing in Electronic Format on the: **06/02/2018**

X6Z6O78R

*Company Name in full:*

**BRIDGEHEAD SOUTH MANAGEMENT LIMITED**

*Company Type:*

**Private company limited by guarantee**

*Situation of Registered Office:*

**England and Wales**

*Proposed Registered Office Address:*

**WYKELAND HOUSE 47 QUEEN STREET  
HULL  
EAST YORKSHIRE  
UNITED KINGDOM HU1 1UU**

*Sic Codes:*

**68320**

*I wish to entirely adopt the following model articles:*

**Private (Ltd by Guarantee)**

## ***Proposed Officers***

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### ***Company Secretary     1***

*Type:* **Person**

*Full Forename(s):* **MR IAN CHARLES**

*Surname:* **FRANKS**

*Service Address:* **89 SWANLAND ROAD  
HESSLE  
HULL  
EAST YORKSHIRE  
UNITED KINGDOM HU13 0NS**

*The subscribers confirm that the person named has consented to act as a secretary.*

*Company Director* 1

*Type:* **Person**

*Full Forename(s):* **MR DOMINIC ANTHONY**

Surname: **GIBBONS**

*Service Address:* **MEADOWCROFT 14 WESTFIELD PARK  
ELLOUGHTON  
EAST YORKSHIRE  
UNITED KINGDOM HU15 1AN**

Country/State Usually Resident: UNITED KINGDOM

*Date of Birth:*   **\*\*/10/1970**                      *Nationality:*    **BRITISH**

*Occupation:* **CHARTERED  
SURVEYOR**

*The subscribers confirm that the person named has consented to act as a director.*

*Company Director* 2

*Type:* **Person**

*Full Forename(s):* **MR STEPHEN PETER**

*Surname:* HUDSON

*Service Address:* **MILL HOUSE FARM THORNTON  
MELBOURNE  
YORK  
EAST YORKSHIRE  
UNITED KINGDOM YO42 4RZ**

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

*Date of Birth:* **\*\*/07/1948** *Nationality:* **BRITISH**

*Occupation:* **COMPANY  
DIRECTOR**

*The subscribers confirm that the person named has consented to act as a director.*

*Company Director* 3

Type:	Person
Full Forename(s):	MR DAVID CHRISTOPHER
Surname:	DONKIN
Service Address:	10 BIRKDALE GROVE ACOMB YORK UNITED KINGDOM YO26 5RW
Country/State Usually Resident:	UNITED KINGDOM

*Date of Birth:* **\*\*/11/1961** *Nationality:* **BRITISH**

*Occupation:* **CHARTERED  
SURVEYOR**

*The subscribers confirm that the person named has consented to act as a director.*

## ***Persons with Significant Control (PSC)***

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### **Statement of initial significant control**

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**On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company**

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## ***Relevant Legal Entity (RLE) details***

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*Company Name:* **BRIDGELAND DEVELOPMENTS LIMITED**

*Service Address:* **WYKELAND HOUSE 47 QUEEN STREET  
HULL  
EAST YORKSHIRE  
UNITED KINGDOM  
HU1 1UU**

*Legal Form:* **LIMITED COMPANY**

*Governing Law:* **COMPANIES ACT 1985**

*Register Location:* **COMPANIES HOUSE**

*Country/State:* **ENGLAND AND WALES**

*Registration Number:* **04034439**

*Nature of control*

**The relevant legal entity has the right to exercise, or actually exercises, significant influence or control over the company.**

## *Statement of Guarantee*

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I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

*Name:* **BRIDGELAND DEVELOPMENTS LIMITED**

*Address* **WYKELAND HOUSE 47 QUEEN STREET  
HULL  
EAST YORKSHIRE  
UNITED KINGDOM  
HU1 1UU**

*Amount Guaranteed* **1**

## ***Statement of Compliance***

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

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## ***Authorisation***

*Authoriser Designation:*    **subscriber**

*Authenticated*    **YES**

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BRIDGEHEAD SOUTH MANAGEMENT LIMITED

MEMORANDUM AND ARTICLES OF ASSOCIATION

THE COMPANIES ACT 2006  
COMPANY NOT HAVING A SHARE CAPITAL  
MEMORANDUM OF ASSOCIATION  
OF  
BRIDGEHEAD SOUTH MANAGEMENT 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.

Name of each Member

Authentication by each Member

Bridgeland Developments Limited

Dated: 6 February 2018

THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL  
ARTICLES OF ASSOCIATION  
OF  
BRIDGEHEAD SOUTH MANAGEMENT LIMITED

**1. INTERPRETATION**

1.1 In these Articles the following expressions shall have the following meanings:

"A Member"	Bridgeland Developments Limited being the developer of the Estate;
"Act"	the Companies Act 2006 and every statutory modification, replacement or re-enactment for the time being in force;
"B Member"	members of the Company who are members due to being a Qualifying Person;
"Common Parts"	<p>all those parts of the Estate not comprised in any of the Units and which may from time to time be vested in the Company including:</p> <p>(a) all communal gardens, open spaces, gates, access yards, roads, footpaths and parking areas for the common use of the owners of the Units;</p> <p>(b) all such gas and water mains and pipes, drains, waste</p>

water and sewage ducts and electric cables and wires enjoyed or used by the owners of the Units in common with each other;

- (c) the boundary walls and fences of the Estate including the building, the Units, garages and all the Common Parts; and
- (d) all other areas and facilities which are for the common use of the owners of the Units and their visitors.

"Company"	Bridgehead South Management Limited;
"document"	includes, unless otherwise specified, any document sent or supplied in electronic form;
"electronic form"	has the meaning given in section 1168 of the Companies Act 2006;
"Estate"	the land to the south-east of Boothferry Road, Hull forming part of the land now registered at the Land Registry under Title Numbers HS200231 and YEA57717 and shall include each and every part thereof and such expression means all such land or such area (whether of a greater or lesser extent) as the A Member may from time to time determine;
"hard copy form"	has the meaning given in section 1168 of the Companies Act 2006;
"instrument"	a document in hard copy form;
"member"	any A Member or B Member;

"Model Articles"	the Model Articles for Private Companies Limited by Guarantee as set out in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229);
"Operative Date"	four weeks after the date on which there is a Qualifying Person in respect of each Unit on the Estate;
"Qualifying Interest"	a freehold interest in any of the Units or any part of them;
"Qualifying Person"	the person who holds a Qualifying Interest and so that whenever two or more persons are for the time being joint Qualifying Persons of a Unit they shall for all the purposes of these Articles be deemed to constitute one Qualifying Person;
"Units"	collectively each of the individual commercial units within the Estate; and
"written" and "in writing"	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

## 1.2 In these Articles:

- 1.2.1 any gender includes any other gender;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);
- 1.2.4 the headings in these Articles are for convenience only and shall not affect

interpretation;

1.2.5 general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things; and

1.2.6 references to “disposal” includes a conveyance, assignment, transfer, gift or other devolution.

## **2. LIMITED LIABILITY**

2.1 The liability of the members is limited.

2.2 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company’s assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the company’s debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up.

## **3. MODEL ARTICLES**

3.1 The regulations contained in the Model Articles shall apply to the Company except in so far as they are varied or excluded by or are inconsistent with these Articles.

3.2 Regulations 7, 11(2), 14, 19, 20, 22(1), 27, 28, 30(1), 30(2)(c), 31 and 32 of the Model Articles shall not apply to the Company.

## **4. MEMBERS**

4.1 The subscriber to the memorandum of association of the company and the persons referred to in Article 4.2.2 and 4.2.3 shall be members of the Company, but no person shall be admitted to membership of the Company unless he has signed and delivered to the Company an application for membership in such form as the

directors may from time to time prescribe containing:

4.1.1 an agreement by him to be bound by the provisions of the memorandum and articles of association of the Company; and

4.1.2 such other particulars as the directors may from time to time determine.

Upon acceptance by the directors of such application for membership the name of the applicant shall be entered in the register of members.

4.2 The only members of the Company shall be:

4.2.1 the subscriber to the memorandum of association of the Company subject to the provisions of Article 4.4 below;

4.2.2 a person nominated under Article 4.3 as an A Member;

4.2.3 a person who holds a Qualifying Interest (i.e. a B Member) (including a person referred to in Article 4.9) who is admitted to membership in accordance with Article 4.1; and

4.2.4 the persons specified in Article 4.9.

4.3 The subscriber to the memorandum of association of the Company may nominate any person(s) to succeed it as a member of the Company and such person(s) shall be A Members and any person so nominated shall have the same power to nominate a person to succeed him subject always to such subsequent nominees holding a Qualifying Interest.

4.4 The members referred to in Articles 4.2.1 and 4.2.2 shall, if not holding a Qualifying Interest, cease to be an A Member on the Operative Date.

4.5 Where two or more persons jointly hold a Qualifying Interest they shall together

constitute one member and the person whose name first appears in the register of members shall exercise the voting and others powers vested in such member.

- 4.6 No B Member may resign as a member while holding, whether alone or jointly with others, a Qualifying Interest.
- 4.7 Membership of the Company shall not be transferable.
- 4.8 A person shall automatically cease to be a member if:
  - 4.8.1 he dies or becomes bankrupt;
  - 4.8.2 he becomes of unsound mind or an order is made in relation to that member's personal welfare or property and affairs under legislation relating to mental health or mental capacity;
  - 4.8.3 in the case of a corporate member, a resolution is passed or an order is made for its winding up or it is placed in liquidation or it ceases to exist; or
  - 4.8.4 he ceases to hold any Qualifying Interest.
- 4.9 In respect of a B Member, if any of the events referred to in Articles 4.8.1, 4.8.2, 4.8.3 or 4.8.4 occurs or if a B Member's mortgagee rightfully exercises its powers in respect of a Unit, the B Member's legal personal representative or representatives or the trustee in his bankruptcy or liquidator, administrator or mortgagee shall be entitled to be registered as a B Member, provided it is the holder of a Qualifying Interest.
- 4.10 In respect of an A Member, if any of the events referred to in Articles 4.8.1, 4.8.2, 4.8.3 or 4.8.4 occurs or if an A Member's mortgagee rightfully exercises its powers in respect of the Estate, the A Member's legal personal representation or representations or the trustee in his bankruptcy or liquidator, administrator or mortgagee shall be entitled to be registered as an A Member.

## **5. ADMINISTRATION FEE**

The Company is entitled to charge members an administrative fee of such amount as the directors may determine from time to time in relation to appointing members of the Company and dealing with members' resignations, maintenance of the Company's registers, filing of annual returns and accounts and all other administrative requirements and duties of the Company. Such fees shall be borne equally by all the B Members.

## **6. A MEMBER AND B MEMBER RIGHTS**

6.1 Prior to the Operative Date, the B Members will have a right to receive notice of and attend at general meetings but they will not have an entitlement to vote at such general meetings.

6.2 On the Operative Date:

6.2.1 The A Members will resign as members and procure the resignation of any directors appointed on their behalf; and

6.2.2 The B Members will have the additional right to vote at general meetings thereafter in accordance with Article 7; and

6.2.3 The class of members known as A Members will cease to exist and the remaining class of members known as B Members will be thereafter be merely referred to as "Members" and there shall be only one class of Member.

## **7. MEMBERS' WEIGHTED VOTING RIGHTS AFTER OPERATIVE DATE**

7.1 Save for resolutions in relation to the matters listed in Article 7.3, following the Operative Date, at all general meetings and in respect of all resolutions of the Members, voting shall be carried out on a show of hands unless any Member

requests a poll and in such circumstances each Member shall have one vote for every square foot of land on the Estate in which they have a Qualifying Interest.

7.2 For the purposes of calculating the number of votes available to each Member, all Common Parts will be ignored.

7.3 Each Member will have only one vote in respect of the following matters:

7.3.1 Appointment and removals of directors; and

7.3.2 Alterations to the Company's Memorandum and Articles of Association.

## **8. PROCEEDINGS AT GENERAL MEETINGS**

8.1 If the Company is a single member company or there is only one person entitled to receive notice of and attend and vote at general meetings, one member present in person or by proxy shall be a quorum at any general meeting. In all other circumstances, two persons entitled to vote upon the business to be transacted each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.

8.2 If within half an hour from the time appointed for a meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the directors may determine and 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.

8.3 Beginning on the Operative Date every member present in person or by proxy at a general meeting shall have one vote in respect of each Unit in which he has a Qualifying Interest. Prior to the Operative Date the members referred to in Articles

4.2.1 and 4.2.2 shall be the only members entitled to receive notice of, attend and vote at general meetings and pass any resolution and to vote on written resolutions of the Company.

- 8.4 On a show of hands or on a poll votes may be given either personally or by proxy in a form approved by the directors.
- 8.5 It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 8.6 A poll may be demanded by any member having the right to vote at the meeting.
- 8.7 No notice need be given of a poll.
- 8.8 Proxies may only be validly appointed by a notice in writing (a "proxy notice") which:
  - 8.8.1 states the name and address of the member appointing the proxy;
  - 8.8.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - 8.8.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 8.8.4 is delivered to the Company in accordance with these Articles and any instructions contained in the notice of general meeting to which they relate.
- 8.9 The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 8.10 A proxy notice and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may:
  - 8.10.1 in the case of a proxy notice in hard copy form be deposited at the

Company's registered office or at such other place in the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or the adjourned meeting at which the person named in the proxy notice proposes to vote; or

8.10.2 in the case of a proxy notice in electronic form, where an address has been specified for the purpose of receiving communications in electronic form in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting or in any invitation in electronic form to appoint a proxy in relation to the meeting, be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the proxy notice proposes to vote;

8.10.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

8.10.4 where the poll is not taken immediately but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or the secretary or to any director

and a proxy notice which is not deposited, sent or supplied in a manner so permitted shall be invalid.

8.11 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

8.12 Unless a proxy notice indicates otherwise, it must be treated as:

- 8.12.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- 8.12.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 8.13 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 8.14 An appointment under a proxy notice may be revoked by delivering to the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 8.15 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 8.16 If a proxy notice is not executed by the person appointing the proxy it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **9. DIRECTORS**

- 9.1 The number of directors need not exceed one and there shall be no maximum number.
- 9.2 If and so long as there is a sole director he may exercise all the powers and authorities vested in the directors by these Articles and the Model Articles.
- 9.3 Until the Operative Date the members referred to in Articles 4.2.1 and 4.2.2 shall appoint and remove the directors. All appointments or removal of a director under this Article 9.3 shall be effected by written notice signed on behalf of the members

referred to in this Article 9.3 addressed to the Company and deposited at the registered office whereupon such appointment shall take effect.

9.4 Beginning on the Operative Date the following provisions shall govern the appointment, retirement and removal of directors:

9.4.1 A director shall be a natural person authorised to act on behalf of a member of the Company. The office of director shall be vacated upon the member for whom the director is authorised to act ceasing to be a member of the Company.

9.4.2 Subject to Article 9.7, a director shall receive no remuneration for his services but may be paid any expenses reasonably and properly incurred by him in the performance of his duties as a director of the Company.

9.4.3 Each member of the Company shall be entitled at any time to appoint or have appointed one natural person authorised to act on that member's behalf to become a director (unless he shall previously have been removed from office in accordance with the provisions of the Act or the Model Articles) by depositing at the registered office of the Company a written notice requiring his appointment to the board to be appointed a director, whereupon his appointment shall take effect.

9.5 Subject to Article 9.7 the directors shall receive no remuneration for his services but may be paid any expenses reasonably and properly incurred by him in performance of his duties as a director of the Company.

9.6 Subject to the provisions of the Act, a director may vote as a director in regard to any contract, arrangement or any other proposal whatsoever in which he is interested or upon any matter arising from such contract, arrangement or proposal, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract, arrangement or proposal is under consideration.

- 9.7 Subject to the members' unanimous agreement to the contrary, the members shall use their respective powers to, or if the Company is a single member company, the sole member shall, procure that a firm of managing agents is appointed at all times to carry out all the obligations and powers of the Company to manage and maintain the Estate.
- 9.8 Subject to the following provisions of this Article 9 the directors shall endeavour to carry on the business and activities of the Company in accordance with the principles of good estate management and so as to secure that taking one year with another the Company makes neither a profit nor a loss.
- 9.9 The directors shall not without the prior approval of the members in general meeting or by written resolution of the members authorise any individual works of repair, maintenance or improvement for which the estimated cost may exceed £5,000 or otherwise incur on behalf of the Company any single liability which may exceed £5,000 or such other maximum figure as the members may from time to time by ordinary resolution decide.
- 9.10 The directors may in their absolute discretion make provision for creating and setting aside a reasonable reserve fund for any general or particular purpose.
- 9.11 The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit provided always that:
- 9.11.1 no meeting of the directors shall be convened except in the case of emergency or upon unanimous agreement of the directors by less than 5 clear days' notice in writing; and
- 9.11.2 a director may, and on the request of a director the secretary (if there is a secretary of the Company) or a director authorised or nominated to do the things done by a company secretary shall, at any time summon a meeting of the board of directors by giving not less than 5 clear days' notice in

writing.

9.12 Resolutions of the board of directors will be on passed by a majority of votes on a show of hands, unless any director demands a poll and voting by the directors present will then be on the same weighted basis as members' votes as set out in Article 7.

9.13 No notice need be given of a poll.

## **10. COMMUNICATIONS**

10.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

10.2 Subject to these Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

10.3 A director may agree with the Company that notices or documents sent to that director in a particular way are deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

10.4 Anything sent to a member under these Articles may be sent to that member's address as registered in the register of members or deposited at the property owned by that member at the Estate addressed to the member, unless:

10.4.1 the member and the Company have agreed that another means of communication is to be used; and

10.4.2 the member has supplied the Company with the information it needs in

order to be able to use that other means of communication.

10.5 Any notice or document sent to a director may be sent to that director's address as registered in the register of directors unless:

10.5.1 the director and the Company have agreed that another means of communication is to be used; and

10.5.2 the director has supplied the Company with the information it needs in order to be able to use that other means of communication.

10.6 Where a document or information is sent or supplied by the Company by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted.

10.7 Where a document or information is sent or supplied by the Company in electronic form to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and in proving such service it will be sufficient to prove that it was properly addressed.

## **11. INDEMNITY AND FUNDING OF DEFENCE COSTS**

11.1 Subject to the provisions of and so far as may be consistent with the Companies Act 2006, the Company may provide:

11.1.1 for a director or for a director of an associated company of the Company an indemnity out of the assets of the Company to the extent that such indemnity is a "qualifying third party indemnity provision" within the meaning of section 234 of the Companies Act 2006;

- 11.1.2 a director with funds in accordance with section 205 of the Companies Act 2006 to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with any application under the provisions mentioned in section 205(5) of the Companies Act 2006 or to enable a director to avoid incurring such expenditure, but so that any provision of funds will become repayable by the director or any liability of the Company under any transaction connected with any provision of funds will become repayable by the director not later than:
- (a) in the event of the director being convicted in the proceedings, the date when the conviction becomes final;
  - (b) in the event of judgment being given against him in the proceedings, the date when the judgment becomes final; or
  - (c) in the event of the court refusing to grant him relief on the application, the date when the refusal of relief becomes final; and
- 11.1.3 a director with funds to meet expenditure incurred or to be incurred by him in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, breach of duty or breach of trust by that director in relation to the Company or an associated company of the Company or to enable a director to avoid incurring such expenditure.
- 11.1.4 Subject to the provisions of the Companies Act 2006, where the Company or an associated company of the Company is a trustee of an occupational pension scheme, the Company may provide for a director or for a director of such associated company an indemnity out of the assets of the Company against liability incurred in connection with the activities of the Company or such associated company as trustee of such a scheme

provided that such indemnity complies with the provisions of section 235 of the Companies Act 2006.

- 11.1.5 Subject to the provisions of the Companies Act 2006, the directors may purchase and maintain insurance at the expense of the Company for the benefit of any director or other officer of the Company against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director or officer.