

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number 13188668

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

NEILCOTT EOT 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 **9th February 2021**



* N13188668S *



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: **08/02/2021**

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Company Name in full:

NEILCOTT EOT LIMITED

Company Type:

Private company limited by guarantee

Situation of Registered Office:

England and Wales

Proposed Registered Office Address:

**EXCEL HOUSE CRAY AVENUE
ORPINGTON
ENGLAND BR5 3ST**

Sic Codes:

82990

Proposed Officers

Company Director 1

Type: **Person**

Full Forename(s): **MRS SUSAN ELIZABETH**

Surname: **LAWRENCE**

Former Names:

Service Address: **recorded as Company's registered office**

Country/State Usually **ENGLAND**

Resident:

Date of Birth: ****/12/1961** ***Nationality:*** **BRITISH**

Occupation: **DIRECTOR**

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

Company Director **2**

Type: Person

Full Forename(s): MR CHRISTOPHER

Surname: JENKINS

Former Names:

Service Address: recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/09/1952** *Nationality:* **BRITISH**

Occupation: DIRECTOR

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

Company Director **3**

Type: Person

Full Forename(s): MR ROBERT DRUMMOND

Surname: WEATHERSTON

Former Names:

Service Address: recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/03/1967** *Nationality:* **BRITISH**

Occupation: DIRECTOR

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

Company Director **4**

Type: **Person**

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

Surname: **ELSTER**

Former Names:

Service Address: **recorded as Company's registered office**

***Country/State Usually
Resident:*** **ENGLAND**

Date of Birth: ****/04/1957** ***Nationality:*** **BRITISH**

Occupation: **DIRECTOR**

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

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Guarantee

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: **SUSAN LAWRENCE**

Address **EXCEL HOUSE CRAY AVENUE
ORPINGTON
ENGLAND
BR5 3ST**

Amount Guaranteed **1**

Name: **CHRISTOPHER JENKINS**

Address **EXCEL HOUSE CRAY AVENUE
ORPINGTON
ENGLAND
BR5 3ST**

Amount Guaranteed **1**

Name: **ROBERT WEATHERSTON**

Address **EXCEL HOUSE CRAY AVENUE
ORPINGTON
ENGLAND
BR5 3ST**

Amount Guaranteed **1**

Name: **MALCOLM ELSTER**

Address **EXCEL HOUSE CRAY AVENUE
ORPINGTON
ENGLAND
BR5 3ST**

Amount Guaranteed **1**

Statement of Compliance

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

<i>Name:</i>	SUSAN LAWRENCE
<i>Authenticated</i>	YES
<i>Name:</i>	CHRISTOPHER JENKINS
<i>Authenticated</i>	YES
<i>Name:</i>	ROBERT WEATHERSTON
<i>Authenticated</i>	YES
<i>Name:</i>	MALCOLM ELSTER
<i>Authenticated</i>	YES

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of NEILCOTT EOT 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 subscriber	Authentication
SUSAN LAWRENCE	Authenticated Electronically
CHRISTOPHER JENKINS	Authenticated Electronically
ROBERT WEATHERSTON	Authenticated Electronically
MALCOLM ELSTER	Authenticated Electronically

Dated: 08/02/2021

ARTICLES OF ASSOCIATION

OF

NEILCOTT EOT LIMITED

RIX & KAY
SOLICITORS LLP

www.rixandkay.co.uk

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
NEILCOTT EOT LIMITED (the "Company")

1. INTERPRETATION

1.1 In these articles, the following words and expressions have the following meanings:

Act: means the Companies Act 2006;

Articles: means the Company's articles of association for the time being in force;

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

Business Day: any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

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

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

electronic form: has the meaning given in section 1168 of the Act;

Group: in relation to a company that has appointed the Company as a trustee, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a **member of the Group**.

Independent Trustee Director: an individual who:

- (a) is not a full-time employee of the Trust or any other member of its Group; and
- (b) has been nominated to hold office as a Trustee Director by the directors of the Trust;

Interested Director: has the meaning given in article 14.1;

Member: a person whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly;

Model Articles: the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered Model Article is a reference to that article of the Model Articles;

ordinary resolution: has the meaning given in section 282 of the Act;

participate: in relation to a Trustee Directors meeting, has the meaning given in Model Article 10;

Principles: means the principles with which Employees and Directors are expected to ensure that the business of the Trust and the conduct of all shareholders in the Trust, is conducted as prepared at the date when the Trust becomes employee owned and as amended from time to time;

proxy notice: has the meaning given in Model Article 31;

secretary: means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

special resolution: has the meaning given in section 283 of the Act;

subsidiary: has the meaning given in section 1159 of the Act;

Trust: means the Neilcott Employee Ownership Trust created by deed of which the Company is the sole trustee.

Trustee Director: means a director of the Company and includes any person occupying the position of director, by whatever name called;

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

- 1.2 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 shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word 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 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 The following Model Articles shall not apply to the Company:
 - (a) 1 (Defined terms);
 - (b) 2 (Liability of Members);
 - (c) 8 (Unanimous decisions);

- (d) 9(1) and (3) (Calling a directors' meeting);
 - (e) 11(2) and (3) (Quorum for directors' meeting);
 - (f) 13 (Casting vote);
 - (g) 14 (1), (2), (3) and (4) (Conflicts of interest);
 - (h) 17(2) (Methods of appointing directors);
 - (i) 21 (Applications for membership);
 - (j) 22 (Termination of membership);
 - (k) 30(2) (Poll votes);
 - (l) 31(1)(d) (Content of proxy notices);
 - (m) 38 (Indemnity);
 - (n) 39 (Insurance).
- 1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".
- 1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:
- (a) the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
 - (b) the insertion in Model Article 7(2) of the words "(for so long as he or she remains the sole director)" after the words "and the director may".
- 1.11 Model Article 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".
- 1.12 Model Article 30(3) and Model Article 31(1) shall be amended as shown in articles 22 and 23.
- 2. GUARANTEE**
- The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a Member or within one year after he or she ceases to be a Member, for
- (a) payment of the Company's debts and liabilities contracted before he or she ceases to be a Member,
 - (b) payment of the costs, charges and expenses of the winding up, and
 - (c) adjustment of the rights of the contributories among themselves.
- 3. APPOINTMENT AND REMOVAL OF TRUSTEE DIRECTORS**
- 3.1 Subject to the following provisions of these articles, each Trustee Director shall be appointed, and may be removed from office as a Trustee Director, by ordinary resolution.
- 3.2 For so long as the Company is a trustee of the Trust, there shall at all times be:

- (a) at least three and not more than six Trustee Directors, all of whom are resident in the UK for UK tax purposes;
 - (b) at least one Trustee Director who shall be an Independent Trustee Director;
 - (c) every Trustee Director who is not an Independent Trustee Director shall be an individual who is, or has been, an employee, director and/or a member or former member (including a former member's nominee) of a Group.
- 3.3 Each Trustee Director shall become a Member immediately following his or her appointment as a Trustee Director and for as long as they hold office with the Company. Upon cessation as a Trustee Director a person shall cease to be a Member.
- 3.4 The initial Trustee Directors shall be as follows:

Column A (Name of Director)	Column B (Status of Trustee Director)
Malcolm Elster	Trustee Director
Robert Weatherston	Trustee Director
Christopher Jenkins	Trustee Director (nominated)
Susan Lawrence	Independent Trustee Director

4. INDEPENDENT TRUSTEE DIRECTOR

- 4.1 An Independent Trustee Director may be appointed a Trustee Director upon such terms as to remuneration and otherwise as may be agreed at the time of his or her appointment by the Company (on the one hand) and the Independent Trustee Director (on the other hand) PROVIDED ALWAYS that such an appointment shall be valid only if the terms provide that such Independent Trustee Director may be removed at any time in accordance with these articles.
- 4.2 An Independent Trustee Director shall automatically cease to hold office as a Trustee Director if he or she becomes a full-time employee of any other member of the Group or if all of the other Trustee Directors together determine that his or her independence has been compromised for any reason and give notice in writing to that effect to such Independent Trustee Director.

5. DIRECTORS' REMUNERATION

- 5.1 Except as mentioned in article 4.1, Trustee Directors are not entitled to remuneration for their services to the Company as Trustee Directors.
- 5.2 An Independent Trustee Director is not accountable to the Company for any remuneration which he or she receives as a Trustee Director in accordance with article 4.1.

6. DIRECTORS' EXPENSES

- 6.1 The Company may pay any reasonable expenses which the Trustee Directors properly incur in connection with their attendance at:
- (a) Meetings of Trustee Directors;
 - (b) General meetings; or
 - (c) In connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

7. RETIREMENT OF DIRECTORS

- 7.1 A Trustee Director shall retire and his or her office as a director of the Company shall automatically be vacated if:
- (a) that person ceases for any reason to be resident in the UK for UK tax purposes;
 - (b) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
 - (c) a bankruptcy order is made against that person;
 - (d) a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - (e) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
 - (f) notification is received by the Company from that person that that person is resigning from office as a Trustee Director, and such resignation has taken effect in accordance with its terms.

8. DIRECTORS' GENERAL AUTHORITY

Subject to these articles, the Trustee Directors are responsible for the management of the Company's business for which purpose they may exercise all the powers of the Company.

9. UNANIMOUS DECISIONS

- 9.1 A decision of the Trustee Directors is taken in accordance with this article when all Trustee Directors indicate to each other by any means that they share a common view on a matter.
- 9.2 Such a decision may take the form of a resolution in writing, where each Trustee Director has signed one or more copies of it, or to which each Trustee Director has otherwise indicated agreement in writing.
- 9.3 A decision may not be taken in accordance with this article if the Trustee Directors would not have formed a quorum at such a meeting.

9.4 In making a decision pursuant to these Articles, the Directors shall have regard to the Principles.

10. CALLING A TRUSTEE DIRECTORS' MEETING

10.1 Any Trustee Director may call a Trustee Directors' meeting by giving notice of the meeting to the Trustee Directors or by authorising the secretary (if any) to give such notice.

10.2 Notice of any Trustee Directors' meeting must indicate:

- (a) The proposed date, time and location;
- (b) Whether, if the Trustee Directors cannot all be in the same place, the meeting may be joined by phone or internet or other method.

10.3 Notice of a Trustee Directors' meeting shall be given to each Trustee Director but need not be in writing.

11. QUORUM FOR TRUSTEE DIRECTORS' MEETINGS

11.1 Subject to article 11.2, the quorum for the transaction of business at a meeting of Trustee Directors is any two Trustee Directors.

11.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 14 to authorise a Conflict, if there is only one Trustee Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Trustee Director.

11.3 If the total number of Trustee Directors in office for the time being is less than the quorum required, the Trustee Directors must not take any decision other than a decision to appoint further Trustee Directors.

12. CHAIRING OF TRUSTEE DIRECTORS' MEETINGS

12.1 The Trustee Directors may, but shall not be obliged to, appoint a Trustee Director to chair their meetings.

12.2 The person so appointed for the time being is known as the chair.

12.3 The Trustee Directors may terminate the chair's appointment at any time.

12.4 If the chair is not participating in a meeting of the Trustee Directors within ten minutes of the time at which it was to start, the participating Trustee Directors may appoint one of themselves to chair it.

13. CASTING VOTE

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

- 13.2 This article does not apply if, in accordance with the articles, the chair or other Trustee Director acting as a chair is not to be counted as participating in the decision-making process for quorum or voting purposes.

14. **TRUSTEE DIRECTORS' CONFLICTS OF INTEREST**

- 14.1 Subject to articles 14.2 and 14.5, if a proposed decision of the Trustee Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Trustee Director is interested, that Trustee Director (**Interested Director**) is not to be counted as participating in the decision-making process for quorum or voting purposes.

- 14.2 If article 14.3 applies, a Trustee Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.

- 14.3 This paragraph applies when:

- (a) the Conflict arises by reason only of the fact that the Trustee Director is an employee or director of the Trust or any company that is a subsidiary of the Trust;
- (b) the Trustee Director's Conflict arises from
 - (i) a guarantee given, or to be given, by or to a Trustee Director in respect of an obligation incurred by or on behalf of the Company; or
 - (ii) arrangements pursuant to which benefits are made available to employees or former employees of the Trust or any company that is a subsidiary of the Trust which do not provide special benefits for Trustee Directors or former Trustee Directors.

- 14.4 Subject to paragraph 14.5, if a question arises at a meeting of Trustee Directors or of a committee of Trustee Directors as to the right of a Trustee Director (other than the chair) to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chair whose ruling in relation to any Trustee Director (other than the chair) is to be final and conclusive. If the question arises in respect of a chair then the question is to be decided by a decision of the Trustee Directors at that meeting, for which purpose the chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

- 14.5 The Trustee Directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any Trustee Director which would, if not authorised, involve a Trustee Director, who is an Interested Director, breaching his or her duty to avoid conflicts of interest under section 175 of the Act.

- 14.6 Any authorisation under this article shall be effective only if:

- (a) if permitted by the Act, the matter in question shall have been proposed by any Trustee Director for consideration in the same way that any other matter may be

proposed to the Trustee Directors under the provisions of these Articles or in such other manner as the Trustee Directors may determine;

- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Directors vote had not been counted.

14.7 Any authorisation of a Conflict under this article 14 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 or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Trustee Directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director shall or shall not be a Trustee Director in respect of any future decision of the Trustee Directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Trustee Directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through his or her involvement in the Conflict and otherwise than through his or her position as a Trustee Director of the Company) information that is confidential to a third party, he or she shall 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
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Trustee Directors and be excused from reviewing papers prepared by, or for, the Trustee Directors to the extent they relate to such matters.

14.8 Where the Trustee Directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Trustee Directors in relation to the Conflict.

14.9 The Trustee Directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

14.10 A Trustee Director is not required, by reason of being a Trustee Director (or because of the fiduciary relationship established by reason of being a Trustee Director), to account to the Company for any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a Conflict which has been authorised by the Trustee Directors in accordance with these Articles 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.

14.11 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he or she has declared the nature and extent of his or her interest in accordance with the requirements of the Act, a Trustee 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 a Trustee 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 or she 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 existing or proposed transaction or arrangement in which he is interested;
- (d) may act by himself or his or her firm in a professional capacity for the Company (otherwise than as auditor) and he or she or his or her firm shall be entitled to remuneration for professional services as if he or she were not a Trustee 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 or she may otherwise agree, be accountable to the Company for any benefit which he or she (or a person connected with him or her (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.

15. INSPECTION OF ACCOUNTS AND RECORDS OF DECISIONS TO BE KEPT

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

15.2 A sole member of the Company shall have the right to inspect any of the Company's accounting or other records or documents on giving reasonable notice to the Trustee Directors.

15.3 Subject to article 15.2, except as provided by law or authorised by the Trustee Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

16. SECRETARY

The Trustee 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 Trustee Directors so decide, appoint a replacement, in each case by a decision of the Trustee Directors.

17. CHANGE OF COMPANY NAME

The name of the Company may be changed by:

- (a) a decision of the Trustee Directors; or
- (b) a special resolution of the Members,

or otherwise in accordance with the Act.

18. MEMBERSHIP

18.1 No person shall become a Member of the Company unless

- (a) that person is or is shortly to become a Trustee Director; and
- (b) the other Trustee Directors have approved the application.

19. CESSATION OF MEMBERSHIP

19.1 A Member may withdraw from membership of the Company by giving 7 days' notice to the company in writing provided always that a sole member of the Company may not withdraw from membership of the Company before the appointment of one or more other members of the Company.

19.2 Membership of the Company is not transferable.

19.3 A person's membership terminates when that person

- (a) dies or ceases to exist or
- (b) when such person withdraws from membership in accordance with article 19.1; or
- (c) ceases to be a Trustee Director.

20. EXPULSION OF MEMBER

20.1 The Trustee Directors may terminate the Membership of any Member without the Member's consent by giving the Member written notice if, in the reasonable opinion of the Trustee Directors, the Member:

- (a) is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and Trustee Directors into disrepute; or

- (b) has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
- (c) has failed to observe the terms of these Articles, the Principles and any rules made pursuant to these Articles.

Following such termination, the Member shall be removed from the Register of Members by any Trustee Director or the secretary.

- 20.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his Membership should not be terminated. The Trustee Directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the Trustee Directors to terminate the Membership of a Member.

21. VOTES OF MEMBERS

Subject to the Act, at any general meeting:

- (a) every Member who is present in person (or by proxy) shall on a show of hands have one vote; and
- (b) every Member present in person (or by proxy) shall on a poll have one vote.

22. POLL VOTES

- 22.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.
- 22.2 Model Article 30(3) 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.

23. PROXIES

- 23.1 Model Article 31(1)(d) 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".
- 23.2 Model Article 31(1) 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 Trustee Directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

24. MEANS OF COMMUNICATION TO BE USED

- 24.1 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;
- (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 Business Day.

- 24.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

25. **RULES**

The Trustee Directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company. If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

26. **INDEMNITY AND INSURANCE**

- 26.1 Subject to article 26.2, 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 or her 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 or her in defending any civil or criminal proceedings, in which judgment is given in his or her favour or in which he or she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part or in connection with any application in which the court grants him or her, in his or her 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 or her in connection with any proceedings or application referred to in article 26.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 26.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.
- 26.3 The Trustee 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.
- 26.4 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 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) a **relevant officer** means any Trustee Director or other officer or former Trustee 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 or she is also a Trustee Director or other officer), to the extent he or she acts in his or her capacity as auditor).