

Company No 11290176

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**CAMBRIDGE CITY HOCKEY CLUB LIMITED (the 'Company')**

**INTRODUCTION**

**1 Interpretation**

1.1 In these Articles, unless the context otherwise requires:

<b>Act</b>	means the Companies Act 2006;
<b>Appointor</b>	has the meaning given in article 16(1);
<b>Articles</b>	means the Company's articles of association for the time being in force;
<b>Business Day</b>	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
<b>Conflict</b>	means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;
<b>Eligible Director</b>	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 12, any director whose vote is not to be counted in respect of the particular matter);
<b>Member</b>	means a member of the Company; and
<b>Model Articles</b>	means 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 ' <b>Model Article</b> ' is a reference to that article of the Model 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, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.5.1 any subordinate legislation from time to time made under it; and
- 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms '**including**', '**include**', '**in particular**' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Model Articles, 2, 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 18(e), 22(2), (3), 30(2), 35, 38 and 39 shall not apply to the Company.
- 1.9 Model Article 7 shall be amended by:
- 1.9.1 the insertion of the words 'for the time being' at the end of article 7(2)(a); and
- 1.9.2 the insertion in article 7(2) of the words '(for so long as he remains the sole director)' after the words 'and the director may'.
- 1.10 Model Article 20 shall be amended by the insertion of the words '(including alternate directors)' before the words 'properly incur'.

## **2 Object**

The object for which the Company is established is the provision of facilities for and to promote, encourage and develop participation in the amateur sport of hockey in Cambridge and the outlying region and as further described in the rules (as established by the directors from time to time in accordance with article 7).

## **3 Powers**

- 3.1 In pursuance of the object set out in article 2, the Company has the power to:
- 3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;

- 3.1.2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- 3.1.3 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- 3.1.4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- 3.1.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- 3.1.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- 3.1.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- 3.1.8 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.9 provide and assist in the provision of money, materials or other help;
- 3.1.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.11 incorporate subsidiary companies to carry on any trade; and
- 3.1.12 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2.

#### **4 Not for distribution**

- 4.1 The income and property of the Company shall be applied solely in promoting the object of the Company as set out in Article 2.
- 4.2 All surplus income or profits are to be reinvested in the Company. No surpluses or assets will be distributed to Members or third parties.

4.3 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of:

4.3.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;

4.3.2 any interest on money lent by any Member or any director at a reasonable and proper rate;

4.3.3 reasonable and proper rent for premises demised or let by any Member or director; or

4.3.4 reasonable out-of-pocket expenses properly incurred by any director or Member.

## **5 Winding up**

5.1 The Company may at any time be wound-up subject to the following conditions being satisfied:

5.1.1 the Company secretary shall convene a general meeting of the Company for the sole purpose of considering its dissolution;

5.1.2 the general meeting shall be convened upon giving not less than 28 days' written notice to Members;

5.1.3 Members shall be entitled to vote in person or by proxy; and

5.1.4 the Company shall be wound-up if not less than three quarters of the Members entitled to vote at a general meeting shall vote in favour of dissolution and if the Members vote in favour of dissolution the directors shall proceed to wind-up the affairs of the Company and to distribute any assets remaining following the settlement of all debts, liabilities and expenses in accordance with article 5.3.

5.2 On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the Members shall not be paid or distributed to such Members.

5.3 Upon dissolution of the Company any remaining assets shall be given or transferred to another registered CASC, a registered charity, or the sport's governing body for use by them in related community sports. Such body shall be determined by not less than three quarters of the Members entitled to vote at a general meeting at the time of winding-up or dissolution.

## **6 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 is a Member or within one year after he ceases to be a Member, for:

6.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;

6.2 payment of the costs, charges and expenses of the winding up; and

- 6.3 adjustment of the rights of the contributories among themselves.

## **DIRECTORS**

### **7 Rules**

The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of members, membership fees and subscriptions and the admission criteria for members). After the initial rules have been approved by the directors they shall take effect, and any changes to such rules from time to time shall be effective on and from the date on which such rule change has been approved by the directors until the date of the next annual general meeting of the Company, whereupon any such rule change shall only remain in force if approved by the Members at that annual general meeting (and if not so approved, the previous wording of that rule (if any) shall be reinstated). 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.

### **8 Unanimous decisions**

- 8.1 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.
- 8.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 8.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

### **9 Calling a directors' meeting**

- 9.1 Any director may call a directors' meeting by giving notice of the meeting to the directors. Notice need not be in writing.
- 9.2 A director who is absent from the UK shall be entitled to notice of a meeting if he has provided a valid email address.

### **10 Quorum for directors' meetings**

- 10.1 Subject to article 10.2, the quorum for the transaction of business at a meeting of directors is the higher of (i) any two Eligible Directors and (ii) one third of the number of Eligible Directors (rounded down to the nearest whole number).
- 10.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 12 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (defined in article 12.1), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

10.3 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:

10.3.1 to appoint further directors; or

10.3.2 to call a general meeting so as to enable the Members entitled to vote at a general meeting to appoint further directors.

## **11 Casting vote**

11.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman (who shall be the director holding the office of “Chairperson” if present or failing him the director holding the office of “Honorary Treasurer” if present) or other director chairing the meeting shall have a casting vote, but this does not apply if, in accordance with the Articles, the chairman or other director is not to be counted as participating in the decision making process for quorum or voting purposes.

## **12 Directors' conflicts of interest**

12.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict 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.

12.2 Any authorisation under this article 12 shall be effective only if:

12.2.1 to the extent permitted by the Act 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;

12.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

12.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

12.3 Any authorisation of a Conflict under this article 12 may (whether at the time of giving the authorisation or subsequently):

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

12.3.2 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;

12.3.3 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;

- 12.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
  - 12.3.5 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 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
  - 12.3.6 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.
- 12.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 12.5 The 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.
- 12.6 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 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.
- 12.7 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 Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 12.7.1 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;
  - 12.7.2 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;
  - 12.7.3 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;
  - 12.7.4 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;
  - 12.7.5 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

- 12.7.6 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.

### **13 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.

### **14 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 two.

### **15 Appointment and removal of Directors**

- 15.1 Any person who is willing to act as a director, and who is permitted by law to do so, may be appointed to be a director:

15.1.1 by ordinary resolution; or

15.1.2 by a decision of the directors.

- 15.2 In addition and without prejudice to the provisions of section 168 of the Act, the Members who are eligible to vote at a general meeting of the Company may, by ordinary resolution, remove any director before the expiry of his period of office, and may by ordinary resolution appoint another suitably qualified person in his stead, but any person so appointed shall retain his office so long only as the director in whose place he is appointed would have held the same if he had not been removed.

- 15.3 In addition to the circumstances in which a person shall cease to be a director of the Company specified in Model Article 18 (as amended by these Articles), a person shall automatically cease to be a director of the Company:

15.3.1 if the director is removed from office by a resolution duly passed pursuant to section 168 of the Act;

15.3.2 if the director holds the office of "Chairperson" or "Honorary Treasurer", when his term of office expires and he is not re-elected; or

15.3.3 if the director ceases to be Member.



## **16 Appointment and removal of alternate directors**

16.1 Any director (other than an alternate director) (**Appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

16.1.1 exercise that director's powers; and

16.1.2 carry out that director's responsibilities,

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

16.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.

16.3 The notice must:

16.3.1 identify the proposed alternate; and

16.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

## **17 Rights and responsibilities of alternate directors**

17.1 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.

17.2 Except as the Articles specify otherwise, alternate directors:

17.2.1 are deemed for all purposes to be directors;

17.2.2 are liable for their own acts and omissions;

17.2.3 are subject to the same restrictions as their Appointors; and

17.2.4 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.

17.3 A person who is an alternate director but not a director:

17.3.1 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);

17.3.2 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

17.3.3 shall not be counted as more than one director for the purposes of articles 17.3.1 and 17.3.2.

- 17.4 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors (provided that an Appointor for whom he exercises a separate vote 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.
- 17.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.

## **18 Termination of alternate directorship**

- 18.1 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:
- 18.1.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
  - 18.1.2 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;
  - 18.1.3 on the death of the alternate's Appointor; or
  - 18.1.4 when the alternate director's Appointor ceases to be a director for whatever reason.

## **19 Change of Company name**

- 19.1 The name of the Company may be changed by a special resolution of the Members, or otherwise in accordance with the Act.

## **20 Application for membership**

- 20.1 Membership of the club shall be open to anyone interested in the sport on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs, except as a necessary consequence of the requirements of hockey. Limitation of membership according to available facilities is allowed on a non-discriminatory basis.
- 20.2 No person shall become a Member unless he has completed an application for membership in a form approved by the directors from time to time and the directors have approved the application.
- 20.3 The Company may have different classes of membership and subscription on a non-discriminatory and fair basis, such classes of membership to be set out from time to time in the rules referred to in article 7. The Company will keep subscriptions at levels that will not pose a significant obstacle to people participating.

- 20.4 The directors may refuse membership, or remove it, only for good cause such as conduct or character likely to bring the club or sport into disrepute. Appeal against refusal or removal may be made to the directors.

## **21 Transfer of membership**

Membership is not transferable.

## **22 Expulsion of Member**

- 22.1 The directors may terminate the membership of any Member without his consent (expulsion) by giving him written notice if, in the reasonable opinion of the directors:

- 22.1.1 he is guilty of conduct likely to bring the club or sport into disrepute; or
- 22.1.2 he 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 directors into disrepute; or
- 22.1.3 he has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
- 22.1.4 he has failed to observe the terms of these Articles and the rules.

Following such termination, the Member shall be removed from the Register of Members.

- 22.2 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 directors must consider any representations made by the Member and inform the Member of their decision following such consideration.
- 22.3 A Member whose membership is terminated under this Article shall not be entitled to a refund of any subscription or membership fee and shall remain liable to pay to the Company any subscription or other sum owed by him.
- 22.4 If the directors within their absolute discretion decide the Member's conduct does not merit expulsion they may alternatively:
- 22.4.1 reprimand the Member and warn him as to his future conduct; and
  - 22.4.2 suspend the Member from playing in such number of matches as shall be determined by the directors.

## **23 General Meeting**

- 23.1 The annual general meeting shall be held after the close of the playing season and not later than 30<sup>th</sup> June in each year for the purpose of receiving the accounts (duly audited, where required), the reports of all elected officers, the election of officers, the election of captains and vice-captains and for the transaction of any other business. The Company secretary on the instructions of the directors shall summon the annual general meeting.

- 23.2 The prior consent of all officer nominees shall first have been obtained. Any nominees who have not properly fulfilled their responsibilities to the Company in whatever capacity shall be ineligible to hold office during the year following the annual general meeting and their nominations shall therefore be rendered void.
- 23.3 A written notice convening the meeting with the agenda shall be sent to all Members at least 14 days prior to the date of the meeting.
- 23.4 The Company secretary, on the instructions of the directors or at the written request of six or more paid up Members aged 18 or over, shall summon a general meeting (not being the annual general meeting (hereafter a “**special general meeting**”)), such request to state the exact business for which the special general meeting is required.
- 23.5 A written notice convening the special general meeting with the agenda shall be sent within 14 days of the receipt of such a request by the Company secretary to all Members at least 14 days prior to the date of the meeting. No business other than that specified on the notice convening the meeting may be transacted at a special general meeting.
- 23.6 The quorum for any general meeting of the Company shall be twenty (20) paid up Members aged 18 or over of the Company on the date of the general meeting in question.

## **DECISION MAKING BY MEMBERS**

### **24 Votes of Members**

Subject to the Act, at any general meeting every paid up Member aged 18 or over who is present in person (or by proxy) shall on a show of hands have one vote and every paid up Member aged 18 or over present in person (or by proxy) shall on a poll have one vote.

### **25 Poll votes**

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

### **26 Proxies**

- 26.1 Article 31(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’.
- 26.2 Article 31(1) of the Model Articles shall be amended by the insertion of the words ‘and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their

discretion, accept the notice at any time before the meeting' as a new paragraph at the end of that article.

## **ADMINISTRATIVE ARRANGEMENTS**

### **27 Means of communication to be used**

27.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

27.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

27.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

27.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

27.1.4 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.

27.2 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.

### **28 Indemnity and insurance**

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 in the actual or purported execution and/or discharge of his duties, or in relation to them, including 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 to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.
- 28.3 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.
- 28.4 In this article:
  - 28.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
  - 28.4.2 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
  - 28.4.3 a '**relevant officer**' means any director or other officer of the Company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor.