

The Companies Act 2006

Articles of Association

of

ALVIS OWNER CLUB LIMITED

(Company Number 4034465)

(Adopted by resolution passed on 10 April 2016)

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
ALVIS OWNER CLUB LIMITED
(Adopted by resolution passed on 10 April 2016)

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
ALVIS OWNER CLUB LIMITED
(the Company)

1. Interpretation

1.1 In these Articles, unless the context requires otherwise:

Articles mean the Company's articles of association from time to time;

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

Chairman shall be the Member elected as such at the Annual General Meeting;

Chairman of the Meeting has the meaning given in article 17;

Club Rules mean the Rules determined by the Directors from time to time;

Committee / Sub Committee means a group of two or more members appointed by the Board in accordance with Article 11.

Companies Act / Companies Acts mean the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

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

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;

Member has the meaning given in section 112 of the Companies Act 2006;

Officer / Official means a person appointed to this position in accordance with the Club Rules and the Articles by the Directors;

Ordinary Resolution has the meaning given in section 282 of the Companies Act 2006;

Participate in relation to a Directors' meeting, has the meaning given in Article 15;

Proxy Notice has the meaning given in article 3636;

Special Resolution has the meaning given in section 283 of the Companies Act 2006;

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, 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 If there is any conflict between the provision of these Articles and the Club Rules, the Articles shall prevail.

2. Objects

The Company's objects (the **Objects**) are as set out in the Memorandum of Association of the Company.

3. Powers

3.1. In furtherance of the Objects, the Company may exercise the following powers:

3.1.1. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company;

3.1.2. to raise funds and to invite and receive contributions provided that in raising funds the Company shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;

3.1.3. to buy, take on a lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use by the Company;

3.1.4. to employ such staff, as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependants;

3.1.5. to establish or support, whether financially or otherwise, any charitable trusts, associations or institutions formed for all or any of the Objects; and

3.1.6. subject to such consents as may be required by law and/or by any contract entered into by or on behalf of the Company, to borrow and raise money for the furtherance of the Objects in such manner and on such security as the Company may think fit.

4 Club Rules

4.1 The Directors may from time to time make, and from time to time, alter or amend, Club Rules relating to membership, classes of membership and access to Club property, proceedings of the Directors, office holders and specialist advisors to the Directors, proceedings in relation to general meetings, the creation, membership, management and powers of Sections, subscription rates and other matters the Board may deem pertinent provided that in so far as any such Club Rule is inconsistent with these Articles, these Articles shall prevail.

5 Application of Income and Property

5.1 The income and property of the Company shall be applied solely towards the promotion of the Objects

6 Liability of Members

6.1 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:

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

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

6.1.3 adjustment of the rights of the contributories among themselves.

6.2 If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to the Alvis Archive Trust or some charity or charities having objects similar to the Objects as chosen by the Members of the Company at or before the time of dissolution and if that cannot be done then to some other charitable object(s).

6.3 No alteration or addition shall be made to or in the provisions of the Articles which would have the effect that the Company would cease to be a Company to which section 60 of the Companies Act 2006 applies.

7 Directors

7.1 The number of Directors shall be as set out in the Rules.

7.2 Directors shall not be remunerated.

7.3 There shall be no age limit for Directors.

7.4 The Directors may act notwithstanding any unfilled vacancies.

8 Directors' general authority

8.1 Subject to the Articles, the Directors are responsible for the management of the Company's business, including the Club Rules, for which purpose they may exercise all the powers of the Company.

- 8.2 The Directors may have power from time to time to make, alter and repeal the Club Rules as they may deem necessary for the conduct and management of the Company.
- 8.3 The Directors shall adopt such means as they deem sufficient to bring to the attention of the Members all Rules, amendments and repeals so long as they shall be in force and shall be binding upon all Members.
- 9 Members' reserve power
- 9.1 The Members may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.
- 9.2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.
- 10 Directors may delegate
- 10.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:
- 10.1.1 to such person, committee or sub-committee;
 - 10.1.2 by such means (including by power of attorney);
 - 10.1.3 to such an extent;
 - 10.1.4 in relation to such matters or territories; and
 - 10.1.5 on such terms and conditions as they think fit.
- 10.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 10.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 11 Committees
- 11.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 11.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

- 12 Directors to take decisions collectively
 - 12.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 13.
 - 12.2 If:
 - 12.2.1 the Company only has one Director; and
 - 12.2.2 no provision of the Articles requires it to have more than one Directorthe general rule does not apply, and the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.
- 13 Unanimous decisions
 - 13.1 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.
 - 13.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible Director has otherwise indicated agreement in writing.
 - 13.3 References in this article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
 - 13.4 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.
- 14 Calling a Directors' meeting
 - 14.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the General Secretary to give such notice.
 - 14.2 Notice of any Directors' meeting must indicate:
 - 14.2.1 its proposed date and time;
 - 14.2.2 where it is to take place; and
 - 14.2.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

- 14.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.
- 14.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 15 Participation in Directors' meetings
- 15.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 15.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 15.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 15.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 15.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 16 Quorum for Directors' meetings
- 16.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 16.2 The quorum for Directors' meetings shall be 50% of the number of Directors or a minimum of three.
- 16.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
- 16.3.1 to appoint further Directors; or
 - 16.3.2 to call a general meeting so as to enable the Members to appoint further Directors.

- 17 Chairing of Directors' meetings
 - 17.1 The Chairman elected at the Annual General Meeting shall chair meetings of the Directors. If the Chairman is not present or unable to take the chair, the Directors present shall appoint another Director present at the meeting to chair their meeting or meetings.
 - 17.2 The person so appointed for the time being is known as the Chairman.
 - 17.3 The Directors may terminate the Chairman's appointment at any time.
 - 17.4 If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.
- 18 Casting vote
 - 18.1 If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting has a casting vote.
 - 18.2 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.
- 19 Conflicts of interest
 - 19.1 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
 - 19.2 But if paragraph (3) applies, a 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.
 - 19.3 This paragraph applies when:
 - 19.3.1 the Company by Ordinary Resolution disapplies the provision of the Articles which would otherwise prevent a Director from being counted as participating in the decision-making process;
 - 19.3.2 the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - 19.3.3 the Director's conflict of interest arises from a permitted cause.

- 19.4 For the purposes of this article, the following are permitted causes:
- 19.4.1 a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company;
- 19.5 For the purposes of this article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.
- 19.6 Subject to Article 19.7, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director 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 Chairman whose ruling in relation to any Director other than the Chairman is to be final and conclusive.
- 19.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- 20 Records of decisions to be kept
- 20.1 The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.
- 21 Directors' discretion to make further rules
- 21.1 Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to members.
- 22 Methods of appointing Directors
- 22.1 Directors shall be appointed in accordance with the Rules
- 23 Termination of Director's appointment
- 23.1 A person ceases to be a Director as soon as:
- 23.1.1 that Member ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

- 23.1.2 a bankruptcy order is made against that person;
- 23.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 23.1.4 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;
- 23.1.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- 23.1.6 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms;
- 23.1.7 The Director's membership of the Club is terminated in accordance with the Articles or Club Rules;
- 23.1.8 The Director is absent from two meetings of the Directors without leave of absence;
- 23.1.9 The Director is removed by ordinary resolution passed at a general meeting of the Club or, in the case of Directors elected by the Sections, by a resolution passed at a general meeting of the Section.

24 Remuneration

- 24.1 No Director or Officer of the Club, or such other official or adviser as may from time to time be so approved by the Board, may receive any remuneration for his services in the capacity of Director, but nothing contained in these articles is to prohibit payment by the Club of any sum for clerical or other assistance or other expenses as provided for by the Club Rules.

25 Members

- 25.1 The Members shall comprise those persons named in the register of Members.

- 26 Applications for Membership
- 26.1 No person shall become a member of the Company unless:
- 26.1.1 that person has submitted an application for Membership accompanied by the appropriate joining fee (if any) or subscription (if any) in a form approved by the Directors; and
- 26.1.2 the Directors have approved the application.
- 26.1.3 If an application is rejected the Directors shall notify the applicant and return any fee paid. The Directors shall not be required to provide an explanation as to why the application was rejected.
- 27 Termination of Membership
- 27.1 A member may withdraw from Membership of the Company by giving 7 days' notice to the Company in writing;
- 27.2 Membership is not transferable;
- 27.3 A person's Membership terminates when that person dies or ceases to exist unless transferred to their partner in accordance with the Rules;
- 27.4 A Member shall be deemed to have resigned if their subscription has not been paid within 3 months of the due date save that the Board may accept late payment of such subscription and restore the former Member to Membership;
- 27.5 Membership may be terminated in accordance with the Club Rules.
- 28 Attendance and speaking at general meetings
- 28.1 A Member is able to exercise the right to speak at a general meeting when that Member is in a position to communicate to all those attending the meeting.
- 28.2 A Member is able to exercise the right to vote at a general meeting when:
- 28.2.1 that Member is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 28.2.2 that Member's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

- 28.3 The Directors may make whatever arrangements they consider appropriate to enable Members attending a general meeting to exercise their rights to speak or vote at it.
- 28.4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 28.5 Two or more Members who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- 29 Quorum for Company general meetings
- 29.1 No business other than the appointment of the Chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 29.2 A quorum for any Company general meeting shall be no less than [20] members.
- 30 Chairing general meetings
- 30.1 If the Members have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.
- 30.2 If the Members have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- 30.2.1 the Members present; or
- 30.2.2 if no Members are present, the meeting must appoint a Director or member to chair the meeting, and the appointment of the Chairman of the meeting must be the first business of the meeting.
- 30.3 The person chairing a meeting in accordance with this article is referred to as “the Chairman of the meeting”.
- 31 Attendance and speaking by Directors and non-Members
- 31.1 Directors may attend and speak at general meetings.
- 31.2 The Chairman of the meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting but not to vote.

- 32 Adjournment
- 32.1 If the Members attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the meeting must adjourn it.
- 32.2 The Chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 32.2.1 the meeting consents to an adjournment; or
- 32.2.2 it appears to the Chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 32.3 The Chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 32.4 When adjourning a general meeting, the Chairman of the meeting must:
- 32.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
- 32.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 32.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 32.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
- 32.5.2 containing the same information which such notice is required to contain.
- 32.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.
- 33 Voting: general
- 33.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles. The

Chairman will be required to demand a poll if he is aware of proxy votes which might reverse a decision made by a show of hands.

34 Errors and disputes

34.1 No objection may be raised to the qualification of any Member voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

34.2 Any such objection must be referred to the Chairman of the meeting whose decision is final.

35 Poll votes

35.1 A poll on a resolution may be demanded:

35.1.1 in advance of the general meeting where it is to be put to the vote; or

35.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

35.2 A poll may be demanded by:

35.2.1 the Chairman of the meeting;

35.2.2 the Members;

35.2.3 two or more persons having the right to vote on the resolution; or

35.2.4 a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.

35.3 A demand for a poll may be withdrawn if:

35.3.1 the poll has not yet been taken; and

35.3.2 the Chairman of the meeting consents to the withdrawal.

35.4 Polls must be taken immediately and in such manner as the Chairman of the meeting directs.

36 Proxy notices

36.1 Members are entitled to a proxy vote at all General Meetings.

- 36.2 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
- 36.2.1 states the name and address of the Member appointing the proxy;
 - 36.2.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 36.2.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 36.2.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 36.3 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 36.4 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.
- 36.5 Unless a Proxy Notice indicates otherwise, it must be treated as:
- 36.5.1 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
 - 36.5.2 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.
- 37 Delivery of proxy notices
- 37.1 A Member 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 Member although if the Member attends and votes his Proxy Notice shall be void.
 - 37.2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the Member by whom or on whose behalf the Proxy Notice was given.
 - 37.3 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.

- 37.4 If a Proxy Notice is not executed by the Member appointing the proxy, it must be accompanied by written evidence of the authority of the Member who executed it to execute it on the appointor's behalf.
- 38 Amendments to resolutions
- 38.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
- 38.1.1 notice of the proposed amendment is given to the Company in writing by a Member entitled to vote at the general meeting at which it is to be proposed not less than [7] days before the meeting is to take place (or such later time as the Chairman of the meeting may determine); and
- 38.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.
- 38.2 A Special Resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 38.2.1 the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- 38.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 38.3 If the Chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution.
- 39 Means of communication to be used
- 39.1 Subject to the Articles, anything sent or supplied by or to the Company under the 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.
- 39.2 Subject to the 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.
- 39.3 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received

within a specified time of their being sent, and for the specified time to be less than 48 hours.

39.4 Where a notice is sent by post, service of the notice is deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and is deemed to have been effected at the expiration of 48 hours (two working days) after the envelope containing it was posted.

40 No right to inspect accounts and other records

40.1 Except as provided by law or authorised by the 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.

41 Indemnity

41.1 Subject to paragraph 41.2, a relevant director of the Company may be indemnified out of the Company's assets against:

41.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company;

41.1.2 any other liability incurred by that Director as an officer of the Company.

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

41.3 In this article:

41.3.1 a **relevant director** means any Director or former Director of the Company or an associated company.

42 Insurance

42.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director or officer in respect of any relevant loss or liability incurred in respect of their duties or actions in relation to Company activities.

42.2 In this article:

42.2.1 a **relevant director** means any Director or former Director of the Company;

42.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant director in connection with that Director's duties or powers in relation to the Company.