

The Companies Act 2006
Private Company Limited by Guarantee
Articles of Association
of
OXFORDSHIRE LOCAL ENTERPRISE PARTNERSHIP LIMITED

BLAKE 
MORGAN

Blake Morgan LLP
Seacourt Tower
West Way
Oxford
OX2 0FB
www.blakemorgan.co.uk
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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
OXFORDSHIRE LOCAL ENTERPRISE PARTNERSHIP LIMITED (THE "COMPANY")

PART 1: INTERPRETATION AND LIMITATION OF LIABILITY

1 DEFINITIONS AND INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act	means the Companies Act 2006;
address	has the meaning given in section 1148 of the Act;
Articles	means the Company's articles of association for the time being in force;
Business Day	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
Chairman	has the meaning given in article 15.1;
CEO	means the person employed as the Chief Executive Officer of the Company from time to time;
Companies Acts	means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;
Conflict	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;
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 Act;
electronic means	has the meaning given in section 1168 of the Act;
Eligible Director	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 17, any director whose vote is not to be counted in respect of the particular matter);

Interested Director	has the meaning given in article 17.2;
Member	means a member of the Company;
ordinary resolution	has the meaning given in section 282 of the Act;
special resolution	has the meaning given in section 283 of the Act;
subsidiary	has the meaning given in section 1159 of the Act; and
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 The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) are excluded.

1.3 Unless the context otherwise requires, other words and expressions contained in the Articles which have particular meanings in the Act shall have the same meanings in these Articles.

1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.5 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.6 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:

1.6.1 any subordinate legislation from time to time made under it; and

1.6.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.7 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.

1.8 Words importing the singular number only include the plural and vice versa. Words importing the masculine gender include all other genders. Words importing persons include corporations.

2 LIABILITY OF MEMBERS

2.1 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:

- 2.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;
- 2.1.2 payment of the costs, charges and expenses of winding up; and
- 2.1.3 adjustment of the rights of the contributories among themselves.

PART 2: OBJECT AND POWERS

3 OBJECT

- 3.1 The object for which the Company is established is to bring about sustainable economic growth of the County of Oxfordshire through the implementation of a strategic economic plan.

4 POWERS

- 4.1 In pursuance of the object set out in article 3, the Company has the power to:
 - 4.1.1 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;
 - 4.1.2 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;
 - 4.1.3 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;
 - 4.1.4 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;
 - 4.1.5 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;
 - 4.1.6 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;

- 4.1.7 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;
- 4.1.8 enter into contracts to provide services to or on behalf of other bodies;
- 4.1.9 provide and assist in the provision of money, materials or other help;.
- 4.1.10 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;
- 4.1.11 incorporate subsidiary companies to carry on any trade; and
- 4.1.12 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 3.

PART 3: NOT FOR PROFIT

5 INCOME AND PROPERTY

- 5.1 The income and property of the Company shall be applied solely in promoting the object of the Company as set out in article 3.
- 5.2 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:
 - 5.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
 - 5.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;
 - 5.2.3 reasonable and proper rent for premises demised or let by any Member or director; or
 - 5.2.4 exceptional out-of-pocket expenses properly incurred by any director in accordance with article 20.

6 WINDING UP

- 6.1 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 but shall be transferred to another body (charitable or otherwise):
 - 6.1.1 with objects similar to those of the Company; and
 - 6.1.2 which shall prohibit the distribution of its or their income to its or their members,such body to be determined by the Members at the time of winding-up or dissolution.

PART 4: DIRECTORS

7 APPOINTING DIRECTORS

- 7.1 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 six.
- 7.2 The CEO of the Company shall be a director *ex officio*. The CEO shall not be entitled to be admitted to membership.
- 7.3 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by ordinary resolution in accordance with any procedures for nominations and elections that are determined by the directors from time to time and set out in by-laws made pursuant to article 26.
- 7.4 All directors appointed pursuant to article 7.3 shall serve a term of office of 3 years, after which their appointment as a director shall automatically terminate. For the avoidance of doubt, this article 7.4 shall not apply to the CEO.

8 TERMINATION OF A DIRECTOR'S APPOINTMENT

- 8.1 A person ceases to be a director as soon as:
- 8.1.1 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
 - 8.1.2 that person ceases to be a Member (provided that this does not apply to the CEO);
 - 8.1.3 that person ceases to be a director pursuant to article 7.4;
 - 8.1.4 that person absent without permission from three consecutive meetings of the directors and the other directors resolve to remove him from office;
 - 8.1.5 a bankruptcy order is made against that person;
 - 8.1.6 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 8.1.7 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; or
 - 8.1.8 he is otherwise duly removed from office.

9 DIRECTORS' POWERS

- 9.1 Subject to the Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.
- 9.2 The directors may from time to time change the name of the company to any name considered by the directors to be advantageous, expedient or otherwise desirable.

- 9.3 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles to such person or committee, by such means (including by power of attorney), to such an extent, in relation to such matters or territories, and on such terms and conditions, as they think fit. If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 9.4 The directors' power to delegate shall be effective in relation to the powers, authorities and discretions of the directors generally and shall not be limited by the fact that in certain of the articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the directors or by a committee authorised by the directors.
- 9.5 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

10 COMMITTEES

- 10.1 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.
- 10.2 A member of a committee need not be a director.
- 10.3 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.

PART 5: DECISION-MAKING BY DIRECTORS

11 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 11.1 Any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 11.2.
- 11.2 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. 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.
- 11.3 A decision may not be taken in accordance with article 11.2 if the Eligible Directors would not have formed a quorum at such a meeting.

12 DIRECTORS' MEETINGS

- 12.1 Meetings of the directors are called by the Chairman, by giving not less than 20 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.
- 12.2 Notice of a directors' meeting must indicate its proposed date and time, where it is to take place, and 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.

- 12.3 Notice of a directors' meeting need not be in writing and must be given to each director.
- 12.4 If a director is absent (whether habitually or temporarily) from the United Kingdom, that director is only entitled to receive notice of a directors' meeting if the Company has an address for sending or receiving documents or information by electronic means to or from that director outside the United Kingdom.
- 12.5 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 seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

13 PARTICIPATION IN DIRECTORS' MEETINGS

- 13.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- 13.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 13.1.2 they can each communicate to the others any information or opinions they have on any particular item of business of the meeting.
- 13.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 13.3 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.

14 QUORUM FOR DIRECTORS' MEETINGS

- 14.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 14.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors and unless otherwise fixed it is any six Eligible Directors, provided that for the purposes of any meeting (or part of a meeting) held pursuant to article 17 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director, the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 14.3 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:
- 14.3.1 to appoint further directors; or
 - 14.3.2 to call a general meeting so as to enable the Members to appoint further directors.

15 CHAIRING OF DIRECTORS' MEETINGS

- 15.1 The directors may appoint:

- 15.1.1 a director to chair their meetings (who shall be known as the **Chairman**);
- 15.1.2 a director to act as deputy to the Chairman (who shall be known as the **Deputy Chairman**); and
- 15.1.3 a director to act as vice chairman (who shall be known as the **Vice Chairman**),

provided that any appointments made pursuant to this article 15.1 must satisfy any requirements determined by the directors from time to time and set out in by-laws made pursuant to article 26.

- 15.2 The directors may terminate the Chairman's, Deputy Chairman's and/or Vice Chairman's appointment at any time.
- 15.3 Meetings of the directors shall be chaired by the Chairman or (if the Chairman is unwilling or unable to do so) the Deputy Chairman or (if the Deputy Chairman is unwilling or unable to do so) the Vice Chairman, or if none of them are able or willing to do so, the participating directors must appoint one of themselves to chair the meeting.

16 CASTING VOTE

- 16.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the Chairman or other director chairing the meeting has a casting vote.
- 16.2 Article 16.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chairman or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

17 DIRECTORS' CONFLICTS OF INTEREST

- 17.1 Subject to the provisions of the Act and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director may, notwithstanding his office or that, without the authorisation conferred by this article 17.1, he would or might be in breach of his duty under the Act to avoid conflicts of interest, be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any undertaking in the same group as the Company, or promoted by the Company or by any undertaking in the same group as the Company, or in which the Company or any undertaking in the same group as the Company is otherwise interested.
- 17.2 The directors may, in accordance with the requirements set out below, 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:
 - 17.2.1 Any authorisation under this article 17.2 shall be effective only if:
 - (a) 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;

- (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 Director's vote had not been counted.

17.2.2 Any authorisation of a Conflict under this article 17.2 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 directors or otherwise) related to the Conflict;
- (c) 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;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- (e) 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
- (f) 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.

17.3 Where the directors authorise a Conflict under article 17.2, 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.

17.4 The directors may revoke or vary any authorisation given under article 17.2 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.

17.5 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.

17.6 Where a director is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company, that director must:

17.6.1 declare the nature and extent of his interest in accordance with the requirements of the Act before discussion begins on the matter;

17.6.2 withdraw from the meeting for that item after providing any information requested by the directors;

17.6.3 not be counted in the quorum for that part of the meeting; and

17.6.4 be absent during the vote and have no vote on the matter.

18 RECORDS OF DECISIONS TO BE KEPT

18.1 The directors must ensure that the Company keeps a record, in hard copy form (as defined by section 1168 of the Act), for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

PART 6: DIRECTORS' REMUNERATION AND EXPENSES

19 DIRECTORS' REMUNERATION

19.1 Directors may undertake any services for the Company that the directors decide.

19.2 Directors are entitled to such remuneration as the directors determine:

19.2.1 for their services to the company as directors; and

19.2.2 for any other service which they undertake for the Company.

19.3 Subject to the Articles, a director's remuneration may:

19.3.1 take any form; and

19.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

19.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

20 DIRECTORS' EXPENSES

20.1 The Company may, on an exceptional basis and provided that prior approval was given by both the Chairman and CEO before those expenses were incurred, pay expenses which the directors (and any alternate directors or company secretary) properly incur in connection with their attendance at:

20.1.1 meetings that take place outside Oxfordshire where they are formally representing the Company; or

20.1.2 overseas events, conferences or trade missions on behalf of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

PART 7: MEMBERSHIP

21 MEMBERS

21.1 Membership is open only to the directors. Any person appointed as a director pursuant to article 7.3 shall automatically become a Member.

21.2 Membership is terminated if the Member concerned:

21.2.1 ceases to be a director;

21.2.2 gives written notice of resignation to the Company;

21.2.3 dies; or

21.2.4 is removed from membership by resolution of the directors on the ground that in their reasonable opinion that person's continued membership is harmful to the Company (but only after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within 14 clear days after receiving notice).

21.3 If membership is terminated, the Member shall also be removed as a director.

21.4 Membership of the Company is not transferable.

22 GENERAL MEETINGS

22.1 Members are entitled to attend general meetings either personally or by proxy, but only if the appointment of a proxy is in writing and notified to the Company at least 48 hours before the commencement of the meeting.

22.2 General meetings are called on at least 14 and not more than 28 clear days' written notice specifying the business to be discussed and if a special resolution is to be proposed setting out the terms of the proposed special resolution.

22.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least six.

22.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Member elected by the Members present in person or by proxy presides at a general meeting in his/her capacity as a Member and not as proxy for another Member.

- 22.5 Except where otherwise provided by the Articles or the Act every issue is decided by ordinary resolution.
- 22.6 Every Member present in person or by proxy has one vote on each issue.
- 22.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 22.8 A general meeting may be called by the directors at any time and must be called within 21 days of a written request from one or more directors (being Members) or at least 5% of the membership.

PART 8: ADMINISTRATIVE ARRANGEMENTS

23 MEANS OF COMMUNICATION TO BE USED

- 23.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 23.1.1 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);
 - 23.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 23.1.3 if properly addressed and sent or supplied by electronic means, 24 hours after the document or information was sent or supplied; and
 - 23.1.4 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.

- 23.2 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.

24 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

24.1 The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

25 SECRETARY

25.1 The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

26 BY-LAWS

26.1 The directors may establish by-laws 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 the nomination and election process for appointing directors).

26.2 If there is a conflict between the terms of these Articles and any by-laws established under article 26.1, the terms of these Articles shall prevail.

27 INDEMNITY AND INSURANCE

27.1 Subject to article 27.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

27.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

- (a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- (b) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

27.1.2 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 27.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 27.2 This article 27 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.
- 27.3 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.
- 27.4 In this article:
- 27.4.1 companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 27.4.2 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
- 27.4.3 **relevant officer** means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), 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).