

**THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING
A SHARE CAPITAL
ARTICLES OF ASSOCIATION
of
DUNEDIN SCHOOL**

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CONTENTS		
GENERAL	name, objects, activities, powers, income, liability, general structure	articles 1 - 7
MEMBERS	qualifications, application, subscription, register, withdrawal, expulsion, termination/transfer	articles 2-13
GENERAL MEETINGS (meetings of members)	general, notice, special/ordinary resolutions, procedure	articles 14-35
DIRECTORS	maximum number, eligibility, election/retiral/re-election, termination of office, register, office bearers, powers, personal interests	articles 36-54
DIRECTORS' MEETINGS	procedure	articles 55-64
ADMINISTRATION	committees, operation of bank accounts, secretary, minutes, accounting records and annual accounts, notices	articles 65-76
MISCELLANEOUS	winding-up, indemnity, interpretation	articles 77-81

1. The name of the Company is “DUNEDIN SCHOOL” (hereinafter referred to as the “Company”).
2. The objects for which the Company is established are the advancement of education for the public benefit of children between the ages of 5 and 18 and in particular children who by reason of social / emotional problems or those who would otherwise benefit from educational services and support outwith the mainstream environment (the “Objects”).
3. In furtherance of its objects the Company will provide the following services and carry on the following activities:-
 - (1) to run, operate and manage a School at Liberton Bank House, Edinburgh; and/or any other places in Scotland from time to time;
 - (2) to provide continuity in education for those children who would, in all probability, otherwise not attend school or be able to access a full curriculum because mainstream education is unsuitable;
 - (3) to enable its pupils access to a normal Scottish Curriculum by offering a broad range of subjects and qualifications;
 - (4) to broaden the pupils’ general, cultural and environmental knowledge;
 - (5) to offer substantial pastoral care, personal and social education and provide an environment in which to develop essential life skills;
 - (6) to work closely with other support services to assist the children to prosper within an educational environment and to assist them wherever possible to progress from school into further education, higher education or employment; and
 - (7) to offer its pupils the opportunity to take part in a range of sporting activities and outdoor education,

hereinafter referred to as the “Activities”.

4. The Company in carrying out the above objects shall have and may exercise (but only to the extent to which the same may lawfully be exercised by any company having exclusively charitable objects) all or any of the following powers:-
- (a) to undertake any activities that support the objects of the Company;
 - (b) to encourage, provide support and otherwise facilitate the work of those interested in the objects of the Company;
 - (c) to solicit, receive and accept financial assistance, donations, endowments, gifts and loans of money, rents and any other property whatsoever, heritable or moveable, subject or not to any specific charitable trusts or conditions;
 - (d) to issue appeals, hold public meetings and take such other steps as may be required for the purposes of procuring contributions to the funds of the Company in the form of donations, subscriptions or otherwise;
 - (e) to purchase, take on lease or in exchange or otherwise acquire and to hold, manage, develop, sell, dispose of lease or deal in any way with any heritable or moveable property and any interests therein;
 - (f) to borrow and raise money for the objects of the Company and secure or discharge any debt or obligation of or binding on the Company in such manner and on such terms and conditions as may be thought fit, and in particular by mortgages of or charges upon the undertaking and all or any of the real and personal property (present and future) of the Company;
 - (g) to invest funds of the Company not immediately required in such investments, securities or property as may be considered appropriate (and to dispose of any such investments);
 - (h) to grant, continue and pay such remuneration and pensions and other staff benefits (eg Life Insurance) to any person or persons who renders services to the Company supervising, organising, carrying on the work of and advising the Company as may from time to time be thought proper, and to establish pension funds and other trust funds or charitable arrangements of any kind whatsoever for persons employed

at any time by the Company and their widows and dependants subject to the provisions of Clause 5;

- (i) to insure and arrange insurance cover for, and to indemnify its officers, employees and voluntary workers and those of its members from and against, all such risks incurred in the course of the performance of their duties as may be thought fit;
- (j) to promote, arrange, organise and conduct seminars, conferences, lectures, meetings and discussions;
- (k) to prepare, edit, print, publish, issue, acquire, circulate and distribute books, pamphlets, papers, periodicals and other literary material, pictures, prints, photography, films, sound recordings and mechanical and other models and equipment, and to establish, form, promote, conduct and maintain public collection displays and exhibitions of literature, statistics, charts, information and other material;
- (l) to construct, erect, alter, improve, demolish and maintain any buildings which may from time to time be required for the purposes of the Company, and to manage, develop, sell, lease, let, mortgage, dispose of or otherwise deal with all or any part of the same;
- (m) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments;
- (n) to promote and incorporate or to join in the promotion or incorporation of any charitable company with limited or unlimited liability, organisations, societies or associations for the purpose of carrying out any object which the Company itself could carry out and to subscribe for or otherwise acquire the shares, stock or other securities of such company or to lend money to such company on such terms as may be thought fit;
- (o) to co-operate and enter into arrangements with any authorities, national, local or otherwise;
- (p) to amalgamate with any companies, organisations, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and prohibit the payment of

any dividend or profit to, and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by these Articles; and

- (q) to do all such other things as are necessary for the attainment of the said Objects.

In this clause, and throughout these Articles of Association,

- (a) the expression “charity” shall mean a body on the Scottish Charity Register which is also regarded as a charity in relation to the application of the Taxes Acts.
 - (b) the expression “charitable purpose” shall mean a purpose which constitutes a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Act.
5. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set out in this Memorandum of Association and subject to the following paragraphs no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Company. Nothing herein shall prevent any payment in good faith by the Company:-
- (a) of out-of-pocket expenses incurred in carrying out duties by any member, director, officer or employee of the Company;
 - (b) reasonable payment in return for services rendered to the Company;
 - (c) director/trustee indemnity insurance; and
 - (d) payment or benefits permitted in terms of the Charities and Trustee Investment (Scotland) Act 2005.

6. The liability of the members is limited.

General structure

7. The structure of the Company consists of:-

- (a) the MEMBERS – who have the right to attend the annual general

meeting (and any general meeting) and have important powers under the Articles of Association and the Companies Acts; in particular, the members take decisions in relation to changes to the articles themselves;

- (b) the DIRECTORS – who hold regular meetings during the period between annual general meetings, and generally control and supervise the activities of the Company; in particular, the directors are responsible for monitoring the financial position of the Company; the directors are also charity trustees and perform the role of, and may be known as, the “Governors”; and
- (c) the SUPPORTERS – shall be individuals or organisations that support or have supported the Company and who wish to be regarded as supporters. Supporters may also be referred to as “Friends of Dunedin School”. Supporters shall not have voting rights but shall be eligible to attend events organised for supporters. Supporters shall have such role and duties as may be determined from time to time by the directors.

Qualifications for membership

- 8. The members of the Company shall consist of such persons as are admitted to membership under Articles 9 to 13.
- 9. Membership shall be open to individuals who support the Objects of the Company and who are invited to become members by the directors.
- 10. Employees of the Company shall not be eligible for membership or to serve as a director but may be Supporters of the Company.

Application for membership

- 11. Any person who wishes to become a member must sign, and lodge with the Company, a written application for membership. The maximum number of members from time to time shall be 12.
- 12. The directors may, at their discretion, refuse to admit any person to membership.
- 13. The directors shall consider each application for membership at the first committee meeting, which is held after receipt of the application; the directors shall, within a reasonable time after the meeting, notify the applicant of their decision on the application.

Classes of membership

14. There shall be one class of members and every member shall have the right to vote.

Registers of members

15. The directors shall maintain registers of members, setting out the full name and address of each member and the date on which any member ceased to be a member.

Withdrawal from membership

16. Any member who wishes to withdraw from membership shall sign, and lodge with the Company, a written notice to that effect; on receipt of the notice by the Company, they shall cease to be a member.

Expulsion from membership

17. Any member may be expelled from membership by resolution of the directors, providing the following procedures have been observed:-
 - (a) at least 14 days' notice of the intention to propose the resolution must be given to the member concerned, specifying the grounds for the proposed expulsion
 - (b) the member concerned shall be entitled to be heard on the resolution at the meeting at which the resolution is proposed.

Transfer

18. A member may not transfer their membership to any other person.

General meetings (meetings of members)

19. The directors shall convene an annual general meeting in each year.
20. Not more than 15 months shall elapse between one annual general meeting and the next.
21. The business of each annual general meeting shall include:-
 - (a) a report by the chair on the activities of the Company
 - (b) consideration of the annual accounts of the Company and directors' report.
22. The directors may convene a general meeting at any time.
23. The directors must convene a general meeting if there is a valid requisition by no less than 10% of the members from time to time.

Notice of general meetings

24. At least 14 clear days' notice must be given of an annual general meeting or general meeting.
25. The reference to "clear days" in article 24 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted, (or, in the case of a notice contained in an electronic communication, the day after the time when it was sent) and also the day of the meeting, should be excluded.
26. A notice calling a meeting shall specify the time and place of the meeting; it shall (a) indicate the general nature of the business to be dealt with at the meeting and (b) if a special resolution (see article 29) (or a resolution requiring special notice under the Act) is to be proposed, shall also state that fact, giving the exact terms of the resolution.
27. A notice convening an annual general meeting shall specify that the meeting is to be an annual general meeting; any other general meeting shall be called a general meeting.
28. Notice of every general meeting shall be given either in writing or, where the party to whom notice is given has notified the Company of an address to be used for the purpose of electronic communications, by way of an electronic communication to all the members and directors, and if there are auditors in office at the time to the auditors.

Special resolutions and ordinary resolutions

29. For the purposes of these articles, a "special resolution" means a resolution passed by 75% or more of the votes cast on the resolution at an annual general meeting or general meeting, providing proper notice of the meeting and of the intention to propose the resolution has been given in accordance with articles 24 to 28; for the avoidance of doubt, the reference to a 75% majority relates only to the number of votes cast in favour of the resolution as compared with the number of votes cast against the resolution, and accordingly no account shall be taken of abstentions or members absent from the meeting.
30. In addition to the matters expressly referred to elsewhere in these Articles, the provisions of the Act allow the Company, by special resolution to alter:
 - (a) its name;
 - (b) its memorandum of association with respect to the Company's objects;

and

(c) any provision of these Articles or adopt new Articles of Association.

31. For the purposes of these Articles, an “ordinary resolution” means a resolution passed by majority vote (taking account only of those votes cast in favour as compared with those votes against, and (as applicable) the chairperson’s casting vote), at an annual general meeting or extraordinary general meeting, providing proper notice of the meeting has been given in accordance with articles 24 to 28.

Procedure at general meetings

32. No business shall be dealt with at any general meeting unless a quorum is present; the quorum for a general meeting shall be 5 persons entitled to vote, each being a member or a proxy for a member.
33. If a quorum is not present within 15 minutes after the time at which a general meeting was due to commence - or if, during a meeting, a quorum ceases to be present - the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.
34. The chair of the Company shall (if present and willing to act as chairperson) preside as chairperson of each general meeting; if the chair is not present and willing to act as chairperson within 15 minutes after the time at which the meeting was due to commence, the directors present at the meeting shall elect from among themselves the person who will act as chairperson of that meeting.
35. The chairperson of a general meeting may, with the consent of the meeting, adjourn the meeting to such time and place as the chairperson may determine.
36. Every member shall have one vote, which (whether on a show of hands or on a secret ballot) must be given personally or by proxy. A member who is not an individual shall vote through their duly authorised representatives. Any vote given by proxy must comply with the provisions of Articles 41 to 45, otherwise it shall not be valid.
37. A resolution may be decided by postal ballot if so decided by the Board.
38. If there is an equal number of votes for and against any resolution, the chairperson of the meeting shall be entitled to a casting vote.
39. A resolution put to the vote at a general meeting shall be decided on a show

of hands unless a secret ballot is demanded by the chairperson (or by at least two members present in person at the meeting); a secret ballot may be demanded either before the show of hands takes place, or immediately after the result of the show of hands is declared.

40. If a secret ballot is demanded, it shall be taken at the meeting and shall be conducted in such a manner as the chairperson may direct; the result of the ballot shall be declared at the meeting at which the ballot was demanded.

Proxies

41. A proxy appointed to attend and vote at any meeting in place of a member shall have the same right as the member who appointed him/her to speak at the meeting and need not be a member of the Company himself/herself.
42. An instrument appointing a proxy shall be in writing and shall be signed by the appointer or his/her attorney where applicable. The Directors may, but shall not be required to, require evidence of the authority of any such attorney. The instrument appointing a proxy does not require to be witnessed.
43. An instrument appointing a proxy must be left at the Company's registered office or such other place (if any) specified for that purpose in the notice convening the meeting not less than forty-eight hours before the start time of the meeting or adjourned meeting (or in the case of a poll, before the time appointed for taking the poll) at which it is to be used, and in default it shall not be treated as valid.
44. An instrument appointing a proxy shall be deemed to confer authority to demand, or join in demanding, a poll. The instrument appointing a proxy is also valid for any adjournment of the meeting to which it relates.
45. A vote given by a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the instrument of proxy was executed, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the registered office before the commencement of the meeting or the adjourned meeting or poll at which the vote is given.

DIRECTORS

Maximum number of directors

46. The minimum number of directors shall be five and the maximum number of

directors shall be twelve (inclusive of the Parent Director referred to in Article 52).

Eligibility and Maximum period in office for directors

47. A person shall not be eligible for appointment as a director unless he/she is a member of the Company.
48. A director shall be entitled to hold office for a term of three years but shall then be eligible to serve for two further terms of three years, subject to re-appointment.
49. The maximum period a director shall serve shall generally be nine years (whether as three consecutive terms or otherwise), unless the directors, in their sole discretion, agree to a fourth term of office being served.

Election, retiral, re-election

50. The directors may at any time appoint any member to be a director, subject to Article 46. When appointing any member to office of director, the directors shall consider any personal skills, knowledge or experience the member may possess which may be relevant or useful to bring to the Board.
51. At the end of their term of office, directors shall stand down, but shall be eligible for re-appointment subject to the terms of Articles 46 to 49.
52. The directors may appoint, as a director, a parent of a child who uses the services of Dunedin School. That director will be specifically referred to as a "Parent Director" and will only be entitled to hold office as a director for so long as his/her child continues to use Dunedin School's services, after which point they shall, subject to Article 46, be eligible to be appointed as a non-parent director.

Termination of office

53. The normal retirement age for directors shall be 75 unless otherwise agreed by the directors.
54. A director may resign by written notice to the Company.
55. A director shall be required to vacate office if he/she is absent for more than three consecutive meetings of the Board, without justification or proper explanation.
56. A director shall also automatically vacate office if:-
 - (a) he/she ceases to be a director through the operation of any provision

of the Act or becomes prohibited by law from being a director

- (b) he/she becomes debarred under any statutory provision from being involved in the management or control of a charity
- (c) he/she becomes incapable for medical reasons of fulfilling the duties of his/her office and such incapacity is expected to continue for a period of more than six months
- (d) he/she is absent (without permission of the directors) from more than three consecutive meetings of the directors, and the directors resolve to remove him/her from office
- (e) he/she is removed from office by resolution of the directors.

Register of directors/Directors interests

57. The directors shall maintain a register of directors, setting out full details of each director, including the date on which he/she became a director, and specifying the date on which any person ceased to hold office as a director and containing details of directors' interests.

Office bearers/Patron

58. The directors may appoint a Chair, Vice Chair, Treasurer and Company Secretary (see further article 83) and such other office bearers (if any) as they consider appropriate. The office bearers shall hold office without limit of time.
59. A person elected to any office shall cease to hold that office if he/she ceases to be a director, or if he/she resigns from that office by written notice to that effect.
60. The directors may appoint a Patron of Dunedin School from time to time. . The role, duties and remit of any such Patron shall be determined from time to time by the directors.

Powers of directors

61. Subject to the provisions of the Act and these Articles, and subject to any directions given by special resolution, the Company and its assets and undertaking shall be managed by the directors, who may exercise all the powers of the Company.
62. A meeting of the directors at which a quorum is present may exercise all powers exercisable by the directors.

Personal interests

63. A director who has a personal interest in any transaction or other arrangement which the Company is proposing to enter into, must declare that interest at a meeting of the directors; he/she will be debarred (in terms of article 75) from voting on the question of whether or not the Company should enter into that arrangement.
64. For the purposes of the preceding article, a director shall be deemed to have a personal interest in an arrangement if any partner or other close relative of his/hers or any firm of which he/she is a partner or any limited company of which he/she is a substantial shareholder or director (or any other party who/which is deemed to be connected with him/her for the purposes of the Companies Acts), has a personal interest in that arrangement.
65. Provided he/she has declared his/her interest - and has not voted on the question of whether or not the Company should enter into the relevant arrangement - a director will not be debarred from entering into an arrangement with the company in which he/she has a personal interest (or is deemed to have a personal interest under article 64) and may retain any personal benefit which he/she gains from his/her participation in that arrangement.
66. The directors may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the directors, general meetings, or meetings of committees, or otherwise in connection with the carrying-out of their duties.

Procedure at directors' meetings

67. Board meetings will be held on a regular basis. Any director may call a meeting of the directors or request the secretary to call a meeting of the directors.
68. The Directors can agree to confirm decisions by telephone or by written resolution as alternatives to confirming decisions at Directors meetings.
69. A Director may participate in a meeting of the Directors (or of a committee of Directors) by means of electronic communication provided that throughout the meeting all persons participating in the meeting are able to communicate interactively with all other parties participating in the meeting. Participation in this manner is deemed to constitute presence in person at the meeting.
70. Questions arising at a meeting of the directors shall be decided by a majority

of votes; if an equality of votes arises, the chairperson of the meeting shall have a casting vote.

71. No business shall be dealt with at a meeting of the directors unless a quorum is present; the quorum for meetings of the directors shall be 4.
72. If at any time the number of directors in office falls below the number fixed as the quorum, the remaining director(s) may act only for the purpose of filling vacancies or of calling a general meeting.
73. Unless he/she is unwilling to do so, the chair of the Company shall preside as chairperson at every directors' meeting at which he/she is present; if the chair is unwilling to act as chairperson or is not present within 15 minutes after the time when the meeting was due to commence, the directors present shall elect from among themselves the person who will act as chairperson of the meeting.
74. The directors may, at their discretion, allow any person who they reasonably consider appropriate, to attend and speak at any meeting of the directors; for the avoidance of doubt, any such person who is invited to attend a directors' meeting shall not be entitled to vote.
75. A director shall not vote at a directors' meeting (or at a meeting of a committee) on any resolution concerning a matter in which he/she has a personal interest which conflicts (or may conflict) with the interests of the Company. Directors will be asked to declare any relevant interest at board meetings.
76. For the purposes of article 75, a person shall be deemed to have a personal interest in a particular matter if any partner or other close relative of his/hers or any firm of which he/she is a partner or any limited company of which he/she is a substantial shareholder or director, has a personal interest in that matter.
77. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he/she is not entitled to vote.
78. The Company may, by ordinary resolution, suspend or relax to any extent – either generally or in relation to any particular matter – the provisions of articles 67 to 77.

Delegation to sub-committees

79. The directors may delegate any of their powers to any sub-committee

consisting of two or more directors and such other persons (if any) as the directors may determine; they may also delegate to the chair of the Company (or the holder of any other post) such of their powers as they may consider appropriate.

80. Any delegation of powers under article 79 may be made subject to such conditions as the directors may impose and may be revoked or altered.

81. The rules of procedure for any sub-committee shall be as prescribed by the directors.

Operation of bank accounts

82. The signatures of two authorised representatives of the Company (who need not be directors of the Company) shall be required in relation to all operations (other than lodgement of funds) on the bank, building society or other financial institution accounts held by the Company.

Secretary

83. The company secretary shall be appointed by the directors for such term, at such remuneration (if any), and upon such conditions, as they may think fit. The company secretary may be removed by them at any time. The company secretary need not be a director of the Company and may be an employee of the Company.

Minutes

84. The directors shall ensure that minutes are made of all proceedings at general meetings, directors' meetings and meetings of committees; a minute of any meeting shall include the names of those present, and (as far as possible) shall be signed by the chairperson of the meeting.

Accounting records and annual accounts

85. The directors shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements for both companies and charities.

86. The directors shall prepare annual accounts, complying with all relevant statutory requirements; if an audit is required under any statutory provisions or if they otherwise think fit, they shall ensure that an audit of such accounts is carried out by a qualified auditor.

87. No member shall (unless he/she is a director) have any right of inspecting any accounting or other records, or any document of the Company, except as

conferred by statute or as authorised by the directors or as authorised by ordinary resolution of the Company.

Notices

88. Any notice which requires to be given to a member under these Articles shall be given either in writing or by way of an electronic communication; such a notice may be given personally to the member or be sent by post in a pre-paid envelope addressed to the member at the address last intimated by him/her to the Company or (in the case of a member who has notified the Company of an address to be used for the purpose of electronic communications) may be given to the member by way of an electronic communication.
89. Any notice, if sent by post, shall be deemed to have been given at the expiry of 48 hours after posting; for the purpose of proving that any notice was given, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.
90. Any notice contained in an electronic communication shall be deemed to have been given at the expiry of 24 hours after it is sent; for the purpose of proving that any electronic communication was sent, it shall be sufficient to provide any of the evidence referred to in the relevant guidance issued from time to time by the Chartered Institute of Secretaries and Administrators.

Winding-up

91. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding One Pound.
92. If on the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable body or bodies having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue

of Clause 5, such body or bodies to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

Indemnity

93. Without prejudice to Articles 94 and 98 and subject to the provisions of and to the extent permitted by the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the assets of the Company against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Act.
94. Subject to the Act and any agreement made between a Director and the Company in accordance with the Act, a Director shall be indemnified out of the Company's assets against any expenses which that Director incurs in connection with:
- (c) civil proceedings in relation to the Company (unless judgment is given against the Director and the judgment is final);
 - (d) criminal proceedings in relation to the Company (unless the Director is convicted and the conviction is final); or
 - (e) any application for relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company (unless the court refuses to grant the Director relief, and the refusal is final).
95. For the purposes of Article 94 judgment, conviction or refusal of relief becomes final if:
- (f) the period for bringing an appeal (or any further appeal) has ended; and
 - (g) any appeal brought is determined, abandoned or otherwise ceases to have effect.
96. Every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any loss or liability which he may sustain or incur in connection with the execution of the duties of his office;

that may include, without prejudice to that generality, any liability incurred by him in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or in which he is acquitted or any liability in connection with an application in which relief is granted to him by the court from liability for negligence, default or breach of trust in relation to the affairs of the Company.

97. The indemnity contained in Article 98 shall be subject to the provisions of the Act and is without prejudice to any other indemnity to which a Trustee may otherwise be entitled.

Insurance

98. Subject to the Act, 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.

In this Article:-

- (h) a “**relevant officer**” means any Director or former Director of the Company, any other officer or employee or former officer or employee of the Company or its associate (but not the auditors), or any trustee of a pension fund or employee benefits trust of the Company;
- (i) a “**relevant loss**” means any loss or expenditure which has been or may be incurred by a relevant officer in connection with that relevant officer’s duties, powers or responsibilities in relation to the Company or an associate or its pension fund or employee benefits trust; and
- (j) an “**associate**” means any subsidiary or subsidiary undertaking or holding company of such company and any other subsidiary or subsidiary undertaking of any holding company of such company (“holding company” and “subsidiary company” having the meanings set out in section 1159 and Schedule 6 of the Act).

Interpretation

99. In these Articles:

“**Act**” means the Companies Act 2006 and any reference in these Articles to a provision of the Act shall be taken to include any statutory modification or re-enactment of that provision which is in force at the time;

“**Articles**” means these Articles of Association and any reference to “**Article**” shall be a reference to a specific article therein;

“**Board**” means the Boards of Directors of the Company from time to time;

“**electronic communication**” has the same meaning as is assigned to that expression in the Electronic Communications Act 2000;

“**Memorandum**” means the Memorandum of Association of the Company;
and

“**person**” means any individual, organisation or body including any authorised representative of any organisation or body.

100. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles for private companies limited by guarantee (as set out in The Companies (Model Articles) Regulations 2008) shall have the same meanings in these Articles. Unless the context requires otherwise, words or expressions used in these articles bear the same meaning as in the Act (as said Act is in force at the date of adoption of these articles). For the avoidance of doubt:-

- (a) headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles;
- (b) 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:
 - i. any subordinate legislation from time to time made under it; and
 - ii. any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts;
- (c) words importing any gender shall include all other genders;
- (d) reference in these articles to the singular shall be deemed to include the plural;
- (e) 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; and

- (f) the Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles. Regulations 2, 3, 21, 22, 24, 38, 39 of the Model Articles shall not apply to the Company.