



UK Clinical Pharmacy Association Limited

Articles of Association

Company Number 12257600

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION

of

UK Clinical Pharmacy Association Limited (the "**Company**")

(Adopted by special resolution)

Interpretation, objects and limitation of liability

1 Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

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

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

Board: means the board of Directors of the Company

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

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 a director of the board;

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;

Interested Director: has the meaning given in article 15.1;

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

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

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

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

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

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

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

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

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.

2 Object

- 2.1 The object for which the Company is established is to support and advance the interests of health care professionals working in the field of pharmacy including so as to enable them to achieve excellence in clinical pharmacy practice in order to provide outstanding patient care.

3 Powers

- 3.1 In pursuance of the object set out in article 2, the Company has the power to:
 - 3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
 - 3.1.2 borrow and raise money in such manner as the Directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
 - 3.1.3 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
 - 3.1.4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;

- 3.1.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- 3.1.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the Directors, affect or advance the principal object in any way;
- 3.1.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- 3.1.8 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.9 provide and assist in the provision of money, materials or other help;
- 3.1.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.11 incorporate subsidiary companies to carry on any trade; and
- 3.1.12 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of the object set out in article 2.

4 Income

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:
 - 4.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
 - 4.2.2 any interest on money lent by any Member or any Director at a reasonable and proper rate;
 - 4.2.3 reasonable and proper rent for premises demised or let by any Member or Director; or
 - 4.2.4 reasonable out-of-pocket expenses properly incurred by any Member of Director.

5 Winding up

- 5.1 On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members but shall be transferred to another body with purposes similar to those of the Company. Such body will be determined by resolution

of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Directors at or before the time of winding up or dissolution.

6 Guarantee

- 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 the winding up, and
 - 6.1.3 adjustment of the rights of the contributories among themselves.

Members

7 Membership: becoming and ceasing to be a Member

- 7.1 The only Members of the Company shall be the Directors from time to time.
- 7.2 Membership is terminated if the Member concerned:
- 7.2.1 gives written notice of resignation to the Company;
 - 7.2.2 dies, or if an organisation, ceases to exist;
 - 7.2.3 makes an arrangement or composition with his or her creditors; or
 - 7.2.4 ceases to be a Director.
- 7.3 Membership of the Company is not transferable.

Decision making by members

8 General meetings

- 8.1 Members are entitled to attend general meetings either personally or by proxy. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 8.2 A general meeting may be called with shorter notice if the majority of Members agree.
- 8.3 A general meeting may be called at any time by the Directors and must be called in accordance with the terms of the Act within 21 days of a written request from the Members made in accordance with the provisions of the Act.
- 8.4 **Quorum**
- 8.4.1 The quorum at a general meeting shall be four, or one half of the total number of Members entitled to attend and vote at that meeting (either present in person or by proxy), whichever is greater.

8.4.2 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day and at such time as the Board may determine. If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting the Members present in person or through their authorised representatives or by proxy shall be a quorum.

8.5 **Chair**

The Chair or (if the Chair is unable or unwilling to do so) some other Member elected by those present shall preside as chair at a general meeting. The Chair may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the chair shall determine.

8.6 **Voting**

8.6.1 A resolution put to the vote of a meeting will be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll is demanded by any Member entitled to vote on the resolution present in person or by proxy.

8.6.2 Unless a poll is duly demanded a declaration by the Chair that a resolution has been carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

8.6.3 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

8.6.4 A poll shall be taken as the Chair directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

8.6.5 A poll demanded on the election of a chair or on a question of adjournment will be taken forthwith. A poll demanded on any other question will be taken either forthwith or at such time and place as the Chair directs not being more than 30 days after the poll is demanded. The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting will continue as if the demand had never been made.

8.6.6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

8.6.7 Except for the Chair of the meeting, who in the event of an equality of votes has a second or casting vote, on a show of hands or a poll every Member present in person or through its authorised representative or by proxy shall have one vote.

8.6.8 No objection may be raised to the qualification of any person 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. Any such objection must be referred to the chair of the meeting whose decision is final.

8.7 Proxy notices

- 8.7.1 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
- (a) states the name and address of the Member appointing the proxy;
 - (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the Member appointing the proxy or is authenticated in such manner as the Directors may determine; and
 - (d) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 8.7.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 8.7.3 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.
- 8.7.4 Unless a proxy notice indicates otherwise, it must be treated as:
- (a) 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
 - (b) by appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates, as well as to the meeting itself.
- 8.7.5 A person who is entitled to speak, attend 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 person.
- 8.7.6 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 person by whom or on whose behalf the proxy notice was given.
- 8.7.7 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.
- 8.7.8 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

8.8 Written resolutions

A written resolution passed in accordance with the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document). A written resolution passed under this Article will lapse if not passed before the end of six calendar months beginning with the circulation date (as defined in section 290 of the Companies Act 2006).

Directors

9 Directors: becoming and ceasing to be a Director

- 9.1 The Board shall be composed of no fewer than seven Directors and such maximum number as the Board may determine from time to time.
- 9.2 Directors shall be appointed to the Board by resolution of the Directors. The Directors may from time to time at their discretion determine any criteria for appointment as a Director.
- 9.3 Every Director shall sign a written consent to become a Director and a Member.
- 9.4 Subject to Article 9.7, the normal term of office for Directors shall be three years. A Director shall be eligible for re-election by the Directors for two further term of three years.
- 9.5 After a Director has served three consecutive terms in office, they shall be eligible for re-election only after a year has elapsed since they retired as Director, unless the Board considers it would be in the best interests of the Company for a Director to be eligible for re-election on his or her retirement for such number of further terms as the Directors shall resolve.
- 9.6 Every Director will hold office until they vacate office in accordance with Article 9.7.
- 9.7 A Director's term of office automatically terminates if he or she:
- 9.7.1 is disqualified from acting as a Director;
 - 9.7.2 has become physically or mentally incapable of acting as a Director and may remain so for more than 3 months, based on a written opinion to that effect given to the Directors by a registered medical practitioner who is treating that person;
 - 9.7.3 is absent from two consecutive meetings of the board without the consent of the Directors and the Directors resolve that his or her office is vacated;
 - 9.7.4 is removed as a Director by the Members pursuant to the Act;
 - 9.7.5 resigns by written notice to the Directors (but only if the minimum number of Directors required by Article 9.1 will remain in office);
 - 9.7.6 becomes bankrupt, has an interim receiving order made against them, makes any arrangement or compounds with their creditors generally or applies to the court for an interim order in respect of a voluntary arrangement;
 - 9.7.7 is convicted of an offence and the Directors shall resolve that it is undesirable in the interests of the Company that they remain a Director of the Company;
 - 9.7.8 ceases to be a Member of the Company; or
 - 9.7.9 is removed by unanimous resolution of the other Directors.
- 9.8 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting of the Board.

10 Proceedings of the Board

- 10.1 The Directors may regulate their meetings as they think fit. Any Director may call a meeting of the Board by giving notice of the meeting to the Directors or by authorising the Secretary (if any) to give such notice provided that:

- 10.1.1 such notice must indicate the proposed date, time and location of the meeting 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;
 - 10.1.2 such notice must be given to each Director, but need not be in writing; and
 - 10.1.3 such notice 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 (and 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).
- 10.2 The quorum necessary at a meeting of the Board shall be four, or one half of the number of Directors in office at the time of that meeting, whichever is greater.
- 10.3 If the total number of Directors for the time being is less than the minimum number required by Article 9.1, the Directors must not take any decision other than a decision to:
- 10.3.1 call a general meeting to appoint further Directors;
 - 10.3.2 appoint an administrator, administrative or other receiver or a licensed insolvency practitioner in any other role relating to the Company recognised by the relevant insolvency, company or property legislation as from time to time in force;
- provided always that in all other respects, the provisions of these Articles in relation to the calling of meetings of the Board shall be complied with.
- 10.4 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Directors in which all Directors participating in the meeting may communicate with all the other participants. 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.
- 10.5 The Chair or (if the Chair is unable or unwilling to do so) some other Director chosen by the Directors present will preside as chair at each meeting.
- 10.6 Subject to Article 10.8.1, every decision of the Directors shall be by a simple majority of the votes cast at a meeting.
- 10.7 Every Director has one vote on each issue except for the chair of the meeting, who in the event of an equality of votes has a second or casting vote (unless the chair of the meeting is in accordance with these Articles not to be counted as participating in the decision-making process for quorum or voting purposes).
- 10.8 **Decisions without a meeting**
- 10.8.1 The Directors may take a unanimous decision without holding a Directors' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such decisions may, but need not, take the form of a resolution in writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in writing. A decision made in accordance with this Article 10.8.1 shall be as valid and effectual as if it has been passed at a meeting duly convened and held, provided the following conditions are complied with:

- (a) approval from each Director must be received by the Chair, or if the Chair is unable or unwilling to do so, some other Director nominated in advance by the Directors for that purpose (**Recipient**);
- (b) following receipt of the response from all of the Directors, the Recipient shall communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 10.8.1;
- (c) the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
- (d) the Recipient prepares a minute of the decision and circulates it to the Directors and the Secretary.

10.9 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

11 Powers of Directors

11.1 The Directors have the following powers in the administration of the Company:

11.1.1 at their absolute discretion, to appoint (and remove) any person or corporate entity (who may also be a Director) to act as Secretary to the Company in accordance with the Act;

11.1.2 to appoint a Chair from among their number;

11.1.3 to appoint a treasurer;

11.1.4 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;

11.1.5 to make rules consistent with these Articles and the Act to govern proceedings at meetings of the Board and of committees;

11.1.6 to make regulations consistent with these Articles and the Act to govern the administration of the Company; and

11.1.7 to exercise any powers of the Company which are not reserved to a general meeting.

11.2 The Board of Directors also has the power to appoint patrons, a president, or other honorary officers of the Company who shall hold that office for such time as agreed between the Directors, at their sole discretion. The Director may remove any person appointed under this Article 11.2 at any time without restriction.

11.3 The Board of Directors may by a simple majority resolution change the name of the Company.

12 Delegation

12.1 Subject to these Articles, the Board may delegate any of the powers conferred on it by these Articles to such person, by such means, to such an extent, in relation to such matters and on such terms of reference as the Directors think fit and, if the Board so specifies, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

- 12.2 The Board may also delegate to any committee consisting of two or more individuals appointed by the Board any of its functions (including any powers or discretions) for such time and on such terms of reference as it thinks fit provided that:
- 12.2.1 all proceedings of every committee must be reported promptly to the Directors; and
- 12.2.2 every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying).
- 12.3 The Board may at any time revoke any delegation in whole or part or alter its terms.

13 **Advisory boards**

- 13.1 The Board may establish advisory boards comprising individuals who, in the opinion of the Board, have relevant experience in dealing with issues affecting the Company. Any advisory board shall have none of the rights or powers exercisable by a committee of the Board other than a power to advise the Board on any matters which have been referred to it by the Board. The members of an advisory board shall not, unless they are also Directors, have the duties and responsibilities of company Directors. Subject to any terms and conditions expressly imposed by the Board, the proceedings of any advisory boards shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.

14 **Rules**

- 14.1 The Directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members, Membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

15 **Directors' conflicts of interest**

- 15.1 The Directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any Director which would, if not authorised, involve a Director (an Interested Director) breaching their duty to avoid conflicts of interest under section 175 of the Act.
- 15.2 Any authorisation under this article 15 will only be effective if:
- 15.2.1 the matter in question has been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under these Articles, or in such other manner as the Directors may determine;
- 15.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- 15.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 15.3 Any authorisation of a Conflict under this article 15 may (whether at the time of giving the authorisation or subsequently):
- 15.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation which has been authorised;

- 15.3.2 provide that the Interested Director be excluded from receiving documents and information and participating in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
 - 15.3.3 provide that the Interested Director should not be permitted to take part in any future decision of the Directors in relation to any resolution about the Conflict;
 - 15.3.4 impose upon the Interested Director any other terms for the purposes of dealing with the Conflict as the Directors think fit;
 - 15.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict or by another way, other than their position as a Director of the Company) information that is confidential to a third party, they 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
 - 15.3.6 permit the Interested Director to absent themselves from discussions on matters relating to the Conflict at any Directors meeting and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- 15.4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct themselves in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 15.5 The Directors may revoke or vary such authorisation at any time, but this will not affect anything which the Interested Director does prior to such revocation or variation in accordance with the terms of any authorisation.
- 15.6 A Director is not required, because they are 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 they derive 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 at a 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.
- 15.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided they have declared the nature and extent of their interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 15.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 15.7.2 shall be permitted to vote for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which they are interested;
 - 15.7.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which they are interested;
 - 15.7.4 may act personally or through their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm will be entitled to remuneration for professional services as if they were not a Director;

- 15.7.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 15.7.6 shall not, save as they may otherwise agree, be accountable to the Company for any benefit which they (or a person connected with them (as defined in section 252 of the Act)) derive from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of their duty under section 176 of the Act.

Administrative arrangements

16 Records of decisions to be kept

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

17 Review of Articles of Association

- 17.1 The Directors shall review these Articles from time to time and not less frequently than once every three years giving due consideration to the company's activities, general best practice and law in force at such time.

18 Means of communication to be used

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

18.1.1 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);

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

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

18.1.4 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.

- 18.2 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.

19 Indemnity and insurance

19.1 Subject to article 19.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

19.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by them 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 them in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their 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

19.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in article 19.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

19.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

19.3 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.

19.4 In this article:

19.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

19.4.2 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

19.4.3 a 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.