

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
ARTICLES of ASSOCIATION
of
WHEATLEY SOLUTIONS LIMITED

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Constitution of company

- 1 The model articles of association as prescribed in Schedule 1 to The Companies (Model Articles) Regulations 2008 are excluded in respect of this company.

Definitions

- 2 In these articles:-

“**the Act**” means (subject to article 3) the Companies Act 2006;

“**conflict of interest**” includes a conflict of interest and duty, and a conflict of duties;

“**Conflict Situation**” means any situation or matter (other than one which cannot reasonably be regarded as likely to give rise to a conflict of interest) in which any director has or could have a direct or indirect interest that conflicts, or possibly might conflict, with the interests of the company including (without limitation) any such situation or matter which relates to the exploitation of any property, information or opportunity (irrespective of whether the company could take advantage of the property, information or opportunity);

“**electronic form**” has the meaning given in section 1168 of the Act;

“**Parent Company**” means Wheatley Housing Group Limited, incorporated under the Act with registered number SC426094 and having its registered office at Wheatley House, 25 Cochrane Street, Glasgow G1 1HL;

“**Parent Company Secretary**” means the company secretary from time to time of the Parent Company;

“**property**” means any property, heritable or moveable, real or personal, wherever situated;

“**Secretary**” means the secretary of the company or any other person appointed to perform the duties of the secretary of the company, including a joint, assistant or deputy secretary;

“**Shares**” means shares in the capital of the company; “**Shares**” shall be interpreted accordingly;

“**Shareholders**” means, at any given time, all those who hold a Share or Shares at that time and “**Shareholder**” shall be interpreted accordingly; and

“**Subsidiary**” has the meaning given in section 1159 of the Act and “**Subsidiaries**” shall be interpreted accordingly.

- 3 Any reference in these articles to a statutory provision (including, for the avoidance of doubt, a provision contained within a statutory instrument) shall be deemed to include any modification or re-enactment of that provision in force from time to time.
- 4 Any reference to a provision of any legislation (including any statutory instrument) shall include any statutory modification or re-enactment of that provision in force from time to time.

Objects

- 5 The company’s objects are:-
 - 5.1 To provide corporate and back-office services primarily to companies within the group of which the Parent Company is the ultimate parent;
 - 5.2 To carry on any other trade or business, ancillary to the core activities of the company under article 5.1, which the directors may consider appropriate from time to time;
 - 5.3 To promote the interests of the Parent Company and/or any company which is at the time a Subsidiary of the Parent Company, in any manner whatever, and in particular by paying or discharging the liabilities of such other company or giving any undertaking to do so, by giving any indemnity or guarantee in respect of such liabilities, by granting any charge in security of any such indemnity or guarantee or in security of the payment of money or performance of obligations by such other company or by transferring any other assets to such other company or by making a loan to such other company, and in each case either with or without consideration and whether or not any benefit flows to the company other than the promotion of such interests, to the intent that the promotion of the interests of any such other company shall be an object and not a power of the company.
- 6 The company’s objects are restricted to those set out in article 5 (subject to article 7).
- 7 The company may add to, remove or alter the statement of company’s objects in article 5; on any occasion when it does so, it must give notice to the registrar of companies and the amendment will not be effective until that notice is registered on the register of companies.

Powers

- 8 In pursuance of the objects listed in article 5 (but not otherwise), the company shall have the following powers:-
- 8.1 To enter into all such contracts and arrangements as may be considered appropriate in relation to the conduct of the company's business and/or other operations from time to time.
 - 8.2 To promote companies or other legal entities which are to carry on any business, operations or activities of the nature referred to in article 5, acquire and hold shares or other interests in such companies and other legal entities, and carry out, in relation to any such company or other legal entity which is a Subsidiary of the company, all such functions as may be associated with a parent company.
 - 8.3 To enter into joint ventures with any other party or parties for the carrying on of any business of the nature referred to in article 5, and whether such joint venture involves use of a legal entity (whether a company or limited liability partnership) as the joint venture vehicle, or otherwise.
 - 8.4 To carry on any other activity which may appropriately be carried on in connection with any of the objects of the company.
 - 8.5 To purchase, take on lease, hire, take in exchange, and otherwise acquire any property and rights which may be advantageous for the purposes of the activities of the company.
 - 8.6 To improve, manage, exploit, develop, turn to account and otherwise deal with all or any part of the undertaking, property and rights of the company.
 - 8.7 To sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the undertaking, property and rights of the company.
 - 8.8 To lend money and give credit to any other company, with or without security, and to grant guarantees and contracts of indemnity on behalf of any other company.
 - 8.9 To borrow money and give security for the payment of money by, or the performance of other obligations of, the company or any other company.
 - 8.10 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

- 8.11 To remunerate any individual in the employment of the company and to establish, maintain and contribute to any pension or superannuation fund for the benefit of, and to give or procure the giving of any donation, pension, allowance or remuneration to, and to make any payment for or towards the insurance of, any individual who is or was at any time in the employment of the company and the spouse, widow/widower, relatives and dependants of any such individual; to establish, subsidise and subscribe to any institution, association, club or fund which may benefit any such person.
- 8.12 To promote any private Act of Parliament or other authority to enable the company to carry on its activities, alter its constitution or achieve any other purpose which may promote the company's interests, and to oppose or object to any application or proceedings which may prejudice the company's interests.
- 8.13 To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the company and to obtain from any such organisation, government or authority any charter, right, privilege or concession.
- 8.14 To enter into partnership or any other arrangement for sharing profit, co-operation or mutual assistance with any body, whether incorporated or unincorporated.
- 8.15 To give any shares, debentures or securities and accept any shares, debentures or securities as consideration for any business, property or rights acquired or disposed of.
- 8.16 To effect insurance against risks of all kinds.
- 8.17 To invest monies of the company not immediately required for the purposes of its activities in such investments and securities (including land in any part of the world) and that in such manner as may from time to time be considered advantageous, and to dispose of and vary such investments and securities.
- 8.18 To amalgamate with any body, incorporated or unincorporated, having objects altogether or in part similar to those of the company.
- 8.19 To subscribe for, take, purchase and otherwise acquire and hold shares, stocks, debentures and other interests in any company with which the company is authorised to amalgamate and to acquire and take over the whole or any part of the undertaking, assets and liabilities of any body, incorporated or unincorporated, with which the company is authorised to amalgamate.
- 8.20 To transfer all or any part of the undertaking, property and rights of the company to any body, incorporated or unincorporated, with which the company is authorised to amalgamate.

- 8.21 To accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust for any of the objects of the company.
- 8.22 To take such steps as may be deemed expedient for the purpose of procuring contributions to the funds of the company, whether by way of subscriptions, grants, loans, donations or otherwise.
- 8.23 To carry out any of these objects in any part of the world as principal, agent, contractor, trustee or in any other capacity and through an agent, contractor, sub-contractor, trustee or any person acting in any other capacity and either alone or in conjunction with others.
- 8.24 To do anything which may be incidental or conducive to the attainment of any of the objects of the company.

Liability of Shareholders

- 9 The liability of a Shareholder is limited to the amount, if any, unpaid on the Shares held by it.
- 10 With reference to article 9, if all Shares held by the Parent Company are fully paid up, the Parent Company shall have no liability in respect of the debts and other liabilities of the company (except to the extent of any guarantee or indemnity issued by the Parent Company).

Shares to be fully paid up

- 11 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.
- 12 The provisions of article 11 shall not apply to shares taken on the formation of the company by the subscribers to the company's memorandum of association.

Power to issue different classes of Share

- 13 Subject to these articles, but without prejudice to the rights attached to any existing Share, the company may issue Shares with such rights or restrictions as may be determined by ordinary resolution.
- 14 The company may issue Shares which are to be redeemed (or are liable to be redeemed) at the option of the company or the holder, and (to the extent not prescribed in these articles) the directors may determine the terms, conditions and manner of redemption of any such Shares.

Allotment of shares

- 15 Section 561 of the Act (shares to be offered to existing shareholders in proportion to shareholding, on any proposed allotment for cash) shall not apply to any allotment by the company of equity securities.

Distribution of profits

- 16 Subject to any restrictions on the distribution of profits imposed by the Act, the profits of the company in respect of any financial year may be distributed among the Shareholders to such extent (if any) as they may determine by way of ordinary resolution.
- 17 The Shareholders shall be entitled to share in any distributable profits which the Shareholders resolve (by ordinary resolution) should be paid to the Shareholders by way of dividend, and on the basis that the Shares shall each carry an equal entitlement to share in any such profits which are resolved to be distributed.
- 18 With reference to articles 16 and 17, for so long as the sole Shareholder is the Parent Company, a dividend shall be paid only if the Parent Company so determines (by way of ordinary resolution) and shall be payable only to the Parent Company.

Payment of dividends

- 19 Where a dividend (or other sum which is a distribution) is payable in respect of a Share, it must be paid by one or more of the following means:-
 - 19.1 transfer to a bank or building society account specified by the holder of the Share in writing;
 - 19.2 sending a cheque made payable to the holder of the Share by post to his/her registered address or to such other address as the holder of the Share may specify in writing; or
 - 19.3 such other means of payment as the directors agree with the holder of the Share in writing.

Capital

- 20 On a return of assets on liquidation or otherwise, the assets of the company remaining after the payment of its liabilities shall be distributed among the Shareholders in proportion to the Shares respectively held by them.
- 21 With reference to article 20, if at the time when the return of assets is to be made the Parent Company is the sole Shareholder, all assets remaining after the payment of the company's liabilities shall be paid over (or otherwise transferred) to the Parent Company.

Voting

- 22 Every Shareholder shall (subject to article 23) have one vote for every Share held by that Shareholder.

- 23 If at any time the company has more than one Shareholder, the only Shares which shall carry voting rights shall be those held by the Parent Company.

Share certificates

- 24 The company must issue each Shareholder, free of charge, with a share certificate or certificates in respect of the Share or Shares which that Shareholder holds.

- 25 Every share certificate must specify:-

25.1 in respect of how many Shares, and of what class, it is issued;

25.2 the nominal value of those Shares; and

25.3 that the Shares are fully paid.

- 26 No share certificate may be issued in respect of Shares of more than one class.

- 27 Share certificates must be signed by two directors of the company (or by one director and the Secretary).

- 28 If a share certificate issued in respect of a Shareholder's Shares is:-

28.1 damaged or defaced; or

28.2 said to be lost, stolen or destroyed,

that Shareholder is entitled to be issued with a replacement share certificate in respect of the same Shares.

- 29 A Shareholder exercising the right to be issued with such a replacement share certificate:-

29.1 must return the share certificate which is to be replaced to the company if it is damaged or defaced; and

29.2 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee, as the directors decide.

Transfer of shares

- 30 Subject to the provisions of these articles, Shares may be transferred by means of a stock transfer form (in the usual terms and format) which is executed by or on behalf of the transferor; when lodged for registration, the stock transfer form shall be accompanied by the relevant share certificate and such other evidence (if any) as the directors may require to prove the title of the intending transferor.

- 31 The directors shall be bound to register without delay any transfer of a Share or Shares by the Parent Company, providing the relevant stock transfer form is lodged at the registered office of the company (or at such other place as the directors may reasonably require) and is accompanied by the share certificate covering the Share or Shares to which it relates.
- 32 No fee may be charged for registering any stock transfer form or other document relating to or affecting the title to any Share.
- 33 The company may retain any stock transfer form which is registered.
- 34 The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it.

Categories of Directors

- 35 For the purposes of these articles:-
- 35.1 “**Appointed Director**” means a director appointed under articles 37 to 38; and
- 35.2 “**Co-opted Director**” means a director appointed or re-appointed under article 39.

Number of directors

- 36 The maximum number of directors shall be 10; out of that number:-
- 36.1 a maximum of two shall be Co-opted Directors;
- 36.2 a maximum of two shall be members of the senior management team in each case holding the post of “Executive Director” (or equivalent) of the Parent Company; and
- 36.3 all other directors shall be directors of the Parent Company or directors or members of the governing body of any Subsidiary of the Parent Company.

Appointment/removal: Appointed Directors

- 37 The Parent Company may, by notice in writing or electronic form, signed any of its director or the Parent Company Secretary and given to the company (and subject to article 36):-
- 37.1 appoint any person who is willing to act to be a director (either to fill a vacancy or as an additional director); or
- 37.2 remove any director before the expiration of his/her period of office (notwithstanding any agreement between the company and him/her).

- 38 Any appointment or removal of a director under article 37 shall have effect from the date on which the relevant notice is given to the company.

Appointment/removal: Co-opted Directors

- 39 Subject to article 36, the directors may at any time:-
- 39.1 appoint any individual (other than: an employee of the company, the Parent Company or of any Subsidiary of the Parent Company; a director of the Parent Company; or a director or member of the governing body of any Subsidiary of the Parent Company) to be a director (a “**Co-opted Director**”), providing he/she is willing to act, either on the basis that he/she has been nominated by a body with which the company has close contact in the course of its activities or on the basis that he/she has specialist experience and/or skills which could be of assistance to the board.
- 39.2 Remove any Co-opted Director before the expiration of his/her period of office (notwithstanding any agreement between the company and him/her)
- 40 No Co-opted Director may act as such until their appointment has been ratified by the Parent Company in writing or electronic form, signed for and on behalf of the Parent Company by any of its director or the Parent Company Secretary.

Disqualification and removal of directors

- 41 A director shall vacate office if:-
- 41.1 he/she ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director;
- 41.2 he/she is sequestered;
- 41.3 he/she becomes incapable for medical reasons of fulfilling the duties of his/her office and such incapacity has continued, or is expected to continue, for a period of more than six months;
- 41.4 in the case of an Appointed Director who has been appointed on the basis of his/her being a director of the Parent Company, he/she ceases to be a director of the Parent Company;
- 41.5 in the case of an Appointed Director who has been appointed on the basis of his/her being a director, or member of the governing body of any Subsidiary of the Parent Company, he/she ceases to be such a director or member of the governing body of the Subsidiary;
- 41.6 in the case of an Appointed Director appointed on the basis that he/she is an executive director of the Parent Company, he/she ceases to hold that position;

- 41.7 he/she resigns office by notice to the company in writing or electronic form;
 - 41.8 he/she is absent (without permission of the directors) from more than three consecutive meetings of directors and the directors resolve to remove him/her from office;
 - 41.9 he/she is removed from office by resolution of the directors on the grounds that he/she is considered to have committed a material breach of the code of conduct for directors in force from time to time (as referred to in article 56);
 - 41.10 he/she is removed from office by ordinary resolution (special notice having been given) in pursuance of section 168 of the Act;
 - 41.11 he/she has been removed from the governing body of the Parent Company or any Subsidiary of the Parent Company; or
 - 41.12 he/she is removed from office by the Parent Company under article 37.2.
- 42 A resolution under article 41.9 shall be valid only if:-
- 42.1 the director who is the subject of the resolution is given reasonable prior written notice by the directors of the grounds upon which the resolution for his/her removal is to be proposed;
 - 42.2 the director concerned is given the opportunity to address the meeting of directors at which the resolution is proposed, prior to the resolution being put to the vote; and
 - 42.3 at least two thirds (to the nearest round number) of the directors then in office vote in favour of the resolution.

Appointments to offices

- 43 The Parent Company shall appoint from the directors a Chair and such other office bearers (if any) as the Parent Company may consider appropriate; any such appointment shall be made by notice in writing or electronic form to the company, signed on behalf of the Parent Company by any of its directors or the Parent Company Secretary.
- 44 A director shall not be eligible for appointment as Chair if he/she is the chair of the Parent Company.
- 45 Each office shall be held (subject to article 46) until the conclusion of the annual general meeting of the Parent Company which follows appointment; a director whose period of office expires under this article may be re-appointed to that office under article 43 (providing he/she is willing to act).

- 46 The appointment of any director to an office under article 43 shall terminate if he/she ceases to be a director or if he/she resigns from that office by notice to the company in writing or electronic form.
- 47 If the appointment of a director to the office of Chair terminates, the Parent Company shall appoint another director to hold the office in his/her place.

Directors' interests

- 48 Subject to the provisions of the Act and provided that he/she has obtained the prior approval of the Parent Company and has disclosed to the directors the nature and extent of any personal interest which he/she has (unless immaterial) and has complied with the code of conduct (as referred to in article 56), a director (notwithstanding his/her office):-
- 48.1 may be a party to, or have some other personal interest in, any transaction or arrangement with the company or any associated company;
- 48.2 may be a party to or have some other personal interest in, any transaction or arrangement in which the company or any associated company, has an interest;
- 48.3 may be a director or secretary of, or employed by, or have some other personal interest in, any associated company; and
- 48.4 shall not, because of his/her office, be accountable to the company for any benefit which he/she derives from any such office or employment or from any such transaction or arrangement or from any interest in any such company,

and no such transaction or arrangement shall be liable to be treated as void on the ground of any such interest or benefit.

- 49 For the purposes of the preceding article:-
- 49.1 an interest of which a director has no knowledge and of which it is unreasonable to expect him/her to have knowledge shall not be treated as an interest of his/hers;
- 49.2 the references to “associated company” shall be interpreted as references to any Subsidiary of the company or any other company in which the company has a direct or indirect interest;
- 49.3 a director shall not be deemed to have a personal interest in any transaction or arrangement to which the Parent Company or any of its Subsidiaries is a party by reason only of the fact that he/she is an officer or employee of that body.

- 50 Without prejudice to article 48, a director may be an officer or employee of the Parent Company (or any of its Subsidiaries); and any direct or indirect interest that conflicts, or possibly might conflict, with the interests of the company arising from any such relationship with the Parent Company (or any of its Subsidiaries) in terms of section 175 of the Act is authorised and approved.
- 51 In addition to the authorisation given by article 50, the directors shall be entitled, for the purposes of section 175 of the Act, to authorise (by way of resolution to that effect) any Conflict Situation that may arise (such that the duty of the director concerned, under that section, to avoid conflicts of interest is not infringed) and to amend or vary any such authorisation; the directors may give such authorisation subject to such terms and conditions as they may consider appropriate and reasonable in the circumstances.
- 52 For the avoidance of doubt, articles 50 and 51 shall not apply to a conflict of interest arising in relation to a transaction or arrangement with the company; any conflict of interest of that nature shall be governed by the provisions of articles 48, 49 and 77 to 79 and the code of conduct referred to in article 56.
- 53 The directors shall procure that a register of directors' interests is maintained in accordance with the provisions in this regard contained in the code of conduct referred to in article 56.
- 54 The reference in article 48 to approval of the Parent Company shall be interpreted as a reference to approval by majority vote at a meeting of the directors of the Parent Company, subject to the qualification that if, in the opinion of the Chair of the company, there is an element of urgency attaching to the relevant transaction or arrangement and a significant period is likely to elapse between the date on which the application for approval is made and the date on which the next meeting of the directors of the Parent Company is held, an approval on behalf of the Parent Company given in writing or electronic form by the Parent Company Secretary shall be deemed to satisfy the requirement under article 48 for the Parent Company's approval.

Conduct of directors

- 55 It is the duty of each director of the company to take decisions (and exercise his/her other powers and responsibilities as a director) in such a way as he/she considers, in good faith, will be most likely to promote the success of the company in achieving its objects (as set out in article 5) and irrespective of any office, post, engagement or other connection which he/she may have with any other body which may have an interest in the matter in question.

- 56 Each of the directors shall comply with the group code of conduct adopted by the Parent Company and notified to the board of directors from time to time; for the avoidance of doubt, the code of conduct shall be supplemental to the provisions relating to the conduct of directors contained in these articles, and the relevant provisions of these articles shall be interpreted and applied in accordance with the provisions of the code of conduct in force from time to time.

Directors' remuneration and expenses

- 57 Each director may be paid such remuneration (if any) as the directors may determine from time to time, whether in respect of carrying out his/her ordinary duties as a director or in respect of any additional work carried out by him/her for the benefit of the company.
- 58 The directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of any class of shares or otherwise in connection with the discharge of their duties.

Powers of directors

- 59 Subject to the provisions of the Act and these articles, and to any directions given by special resolution, the business of the company shall be managed by the directors who may exercise all the powers of the company.
- 60 No alteration of these articles and no direction given by special resolution shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given.
- 61 The powers conferred by article 59 shall not be limited by any special power conferred on the directors by these articles.
- 62 A meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

Proceedings of directors

- 63 Subject to the provisions of these articles, the directors may regulate their proceedings as they think fit.
- 64 Any director may call a meeting of the directors or request the Secretary to call a meeting of the directors.
- 65 The directors shall convene no fewer than four meetings of the directors, in a given calendar year.

- 66 Questions arising at any meeting of directors shall be decided by a majority of votes.
- 67 In the case of an equality of votes, the chairperson of a meeting of directors shall have a second or casting vote.
- 68 The quorum for the transaction of the business of the directors shall (subject to article 69) be 3.
- 69 Co-opted Directors may (for the avoidance of doubt) participate in, and vote, at meetings of the directors on all matters (subject to article 77); but Co-opted Directors shall not be counted in determining whether a quorum is present.
- 70 If the quorum required under article 68 is not present within half an hour after the time appointed for the meeting, or if during a meeting such 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.
- 71 The continuing directors or a sole continuing director may act notwithstanding vacancies, but if the number of remaining directors is less than the number fixed as the quorum they may act only for the purpose of making arrangements for the filling of vacancies or for the purpose of calling a general meeting.
- 72 Unless he/she is unwilling to do so, the Chair of the company shall preside as chairperson at every meeting of directors at which he/she is present; if the Chair of the company is unwilling to act as chairperson of a meeting of directors or is not present within 15 minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairperson of the meeting.
- 73 A director may participate in a meeting of the directors or a meeting of a committee of directors by means of conference telephone, video conferencing facility or similar communications equipment whereby all the directors participating in the meeting can hear each other; a director participating in a meeting in this manner shall be deemed to be present in person at the meeting.
- 74 The directors shall be entitled to allow any person to attend and speak (but not vote) at any meeting of the directors; a person invited to attend a meeting of the directors under the preceding provisions of this article shall not be entitled to exercise any of the powers of a director, and shall not be deemed to constitute a director for the purposes of the Act or any provision of these articles.

- 75 All acts done by a meeting of directors or by a meeting of a committee of directors or by a person acting as a director shall, notwithstanding that it is afterwards discovered that there was a defect in the appointment of any director or that any of them was disqualified from holding office or had vacated office or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 76 A resolution agreed in writing or electronic form by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held; it may consist of several documents in the same form, each signed by one or more directors.
- 77 Subject to article 79, a director shall not vote at a meeting of directors or at a meeting of a committee of directors on any resolution concerning a matter in which he/she has, directly or indirectly, a personal interest or duty (unless immaterial) which conflicts or may conflict with the interests of the company.
- 78 For the purposes of the preceding article,
- 78.1 an interest of a person who is taken to be connected with a director for any purpose of the Act, shall be treated as a personal interest of the director;
- 78.2 a director shall (subject to article 79) be deemed to have a personal interest in relation to a particular matter if a body in relation to which he/she is an employee, director, member of the management committee, officer or elected representative has a personal interest in that matter.
- 79 A director shall not be debarred from voting in relation to any matter in which the Parent Company (or any of its Subsidiaries) has an interest by reason only of the fact that he/she is an officer or employee of the Parent Company (or a Subsidiary of the Parent Company, as relevant).
- 80 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.
- 81 The Parent Company may, by issuing a notice in writing or electronic form to the company to that effect, suspend or relax to any extent, either generally or in relation to any particular matter, the provisions of articles 77 to 80.
- 82 If a question arises at a meeting of directors or at a meeting of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairperson of the meeting; his/her ruling in relation to any director other than himself/herself shall be final and conclusive.

Delegation to committees of directors and holders of offices

- 83 The directors may delegate any of their powers to any committee consisting of two or more directors; they may also delegate to the Chair or a director holding any other office such of their powers as they consider appropriate.
- 84 Any delegation of powers under the preceding article may be made subject to such conditions as the directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered.
- 85 Subject to any condition imposed in pursuance of the preceding article, the proceedings of a committee consisting of two or more directors shall be governed by the articles regulating the proceedings of meetings of directors so far as they are capable of applying.
- 86 In addition to their powers under article 83, the directors may delegate their powers to any committee consisting of one or more directors and such other individuals (who need not be directors or employees of the company) as the directors may consider appropriate; the provisions of articles 84 and 85 shall apply in relation to any such committee, subject to the qualification that the role of any committee formed under the preceding provisions of this article shall be limited (except to the extent that the directors otherwise determine) to the issue of reports and recommendations for consideration by the board of directors.

Secretary

- 87 The directors may (notwithstanding the provisions of the Act) appoint a company secretary, and on the basis that, if they do so, the term of office, remuneration (if any) and other terms and conditions attaching to the appointment of the company secretary shall be as determined by the directors; any company secretary may be removed by the directors at any time.

Minutes

- 88 The directors shall ensure that minutes are made (in books kept for the purpose) of all proceedings at general meetings, meetings of the directors and meetings of committees of directors; a minute of a meeting of directors or of a committee of directors shall include the names of the directors present, and the minutes of each meeting shall be signed by the chairperson of that meeting.

Notices

- 89 Any notice to be given in pursuance of these articles shall be given either in writing or electronic form.

- 90 The company may give any notice to a member either personally or by sending it by post in a pre-paid envelope addressed to the member at its registered address or by leaving it at that address; in the case of a member which has notified the company of an electronic address to be used for this purpose, the company may give any notice to that member in electronic form.
- 91 A member may give any notice to the company either by sending it by post in a pre-paid envelope addressed to the company at its registered office or by leaving it, addressed to the company secretary, at the company's registered office or (where the company has notified the member of an electronic address to be used for this purpose) in electronic form.
- 92 Any notice, if sent by post, shall be deemed to have been given at the expiry of 24 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.
- 93 Any notice sent in electronic form shall be deemed to have been given at the expiry of 24 hours after it is sent; for the purpose of proving that any notice sent in electronic form was indeed 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.
- 94 A member present or represented at any meeting of the company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

Winding-up

- 95 On a winding-up of the company, the net assets of the company remaining after settlement of its debts and liabilities shall be distributed among the Shareholders in proportion to the Shares respectively held by them.
- 96 With reference to article 95, if the sole Shareholder at the time of the winding-up is the Parent Company, the net assets of the company (as remaining after settlement of the company's debts and liabilities) will be paid over (or otherwise transferred) to the Parent Company.
- 97 If the company is wound up, the Parent Company, alone or jointly with any other person, may become a purchaser of property belonging to the company.

Indemnity

- 98 Every director or other officer or auditor of the company shall be indemnified (to the extent permitted by sections 232, 234, 235, 532 and 533 of the Act) out of the assets of the company against any loss or liability which he/she may sustain or incur in connection with the execution of the duties of his/her office including, without prejudice to that generality (but only to the extent permitted by those sections of the Act), any liability incurred by him/her in defending any proceedings, whether civil or criminal, in which judgement is given in his/her favour or in which he/she is acquitted or in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company.
- 99 For the avoidance of doubt, the company shall be entitled to purchase and maintain for any director insurance against any loss or liability which any director or other officer of the company may sustain or incur in connection with the execution of the duties of his/her office, and such insurance may extend to liabilities of the nature referred to in section 232(2) of the Act (negligence etc. of a director).