

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

EPSB LIMITED

Adopted by the EPSB Board on 18th January 2021

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1. Interpretation and Definitions

1.1 Definitions;

“**Articles**” means the Company's articles of association for the time being in force;

“**Billiards Director**” means a director with experience of running English Billiards Events or has played English Billiards at the highest level for a minimum period of 5 years;

“**Business Day**” means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

“**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;

“**Disability Inclusion Director**” means a director with experience of running disability events or has played at the highest level of disability snooker for a minimum period of 5 years;

“**Eligible Director**” means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to article 14, any director whose vote is not to be counted in respect of the particular matter);

“**EPSB Operations Team**” means the persons appointed by the Board to coordinate and organise the EPSB Events and club membership scheme.

“**Member**” means persons who is a Member of the EPSB

“**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 and in force at the date of adoption of these Articles and reference to a numbered “**Model Article**” is a reference to that article of the Model Articles;

“**Nominations Committee**” means the nominations Committee established by the Board in accordance with Article 20;

“**Player Director**” means a director who is a member of EPSB and has played in EASB or EPSB events for a minimum period of 5 consecutive years and has attained the age of 18 years;

“**Referee Member**” means a person who is currently qualified as an EPSB referee

and has registered with the EPSB or is actively undergoing referee training for the duration of that training;

“Sports” means the sports of snooker and billiards;

“Women’s Inclusion Director” means a director with experience of running women’s events or has played at the highest level of women’s snooker for a minimum period of 5 years.

- 1.2. Unless the context otherwise requires, other words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the WPBSA.
- 1.3. The model articles for private companies limited by guarantee contained in Schedule of The Companies (Model Articles) Regulations 2008 (S1 2008/3229) shall not apply to the WPBSA and neither shall Table A 1985 in force on the date of incorporation of the WPBSA.
- 1.4. References to **include** or **including** shall be construed without limitation.
- 1.5. Words importing the singular number only shall include the plural number and vice versa. Although the masculine gender is used throughout the Articles, there may be female Members from time to time and therefore the use of the masculine gender is for convenience only and shall include the feminine gender.
- 1.6. The headings of the Articles are for convenience only and shall not affect their interpretation.

2. Name and Registered Office

- 2.1. The name of the Company shall be English Partnership for Snooker and Billiards Limited and the registered office of the Company shall be situated in England.

3. Objects

- 3.1. The objects for which the Company is established are as follows:
 - (a) to act as the governing body for the Sports in England;

- (b) to promote, administer, encourage and popularise the development of, and participation in, the Sports in England;
- (c) to organise and coordinate Snooker and Billiards events in England
- (d) to provide support and coordination for Snooker Clubs in England
- (e) to provide training and development for referees
- (f) to act as the body through which any public funding from Sport England (or any successor body) is received and spent on projects for the development of the Sports in England;
- (g) to take such action from time to time as the directors may consider necessary or desirable for the benefit of each of the Sports and/or the Members; and
- (h) to do all such other things as shall be thought fit to further the interests of the Company or to be incidental or conducive to the attainment of all or any of the objects stated in this article 3.

4. Powers

4.1. In pursuance of the object set out in article 3, the Company has the power to:

- (a) 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;
- (b) 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;
- (c) 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;
- (d) 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;

- (e) 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;
- (f) 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;
- (g) 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
- (h) enter into contracts to provide services to or on behalf of other bodies;
- (i) provide and assist in the provision of money, materials or other help;
- (j) open and operate bank accounts and other facilities for banking;
- (k) incorporate subsidiary companies to carry on any trade; and
- (l) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in article 3.

5. Income

5.1. The income and property of the Company shall be applied solely in promoting the objects of the Company as set out in article 3.

5.2. No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of:

- (a) reasonable and proper remuneration to any Member, officer or employee of the Company for any services rendered to the Company;
- (b) any interest on money lent by any Member or any director at a reasonable and proper rate;
- (c) reasonable and proper rent for premises demised or let by any Member or director; or
- (d) reasonable out-of-pocket expenses properly incurred by any director.

6. Winding up

- 6.1. On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company, such body to be determined by the Members at the time of winding up or dissolution.

7. Guarantee

- 7.1. 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
- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member,
 - (b) payment of the costs, charges and expenses of the winding up, and
 - (c) adjustment of the rights of the contributories among themselves.

8. Organisation

- 8.1. The EPSB is constituted as follows:

- (a) the EPSB board of Board of Directors (the Board);

- (b) the EPSB Operations Team (as detailed at Article 18 below);
- (c) any Committee established by the Board pursuant to Article 19;
- (d) the Members
- (e) the Referee Members

9. Members

9.1. Membership of the EPSB shall comprise of:

- (a) any Director for so long as he or she remains a Director;
- (b) any Player who plays in EPSB Events who has been accepted as a Member;
- (c) any Referee who is currently qualified as an EPSB referee and has registered with the EPSB or is actively undergoing referee training for the duration of that training, who has been accepted as a Referee Member.

10. Application for Membership

10.1. No person/organisation shall become a Member or Referee Member unless he has completed an application for membership in a form approved by the directors in their sole and absolute discretion from time to time. A letter shall be sent to each successful applicant confirming their membership of the Company and the details of each successful applicant shall be entered into the Register of Members.

10.2. Any application for membership must be approved by the directors.

10.3. The directors may decline to accept any application for membership and need not give reasons for doing so.

10.4. The directors may establish different classes of Members and set out their respective rights and obligations.

11. Ceasing to be a Member

11.1. A Member shall automatically cease to be a Member if:

- (a) he dies;
- (b) he fails to pay any joining or subscription fee where applicable;
- (c) he is expelled pursuant to Articles 24.2 and 24.3;
- (d) he is expelled as a result of disciplinary proceedings brought, amongst other ways, pursuant to these Articles and the Rules and Regulations as amended from time to time;
- (e) he retires or resigns as a Member immediately on giving written notice addressed to the company secretary at the registered office of the EPSB from time to time; and/or
- (f) he ceases to be a Director and is not at the relevant date a Member of the EPSB by virtue of any other provision of the Articles.

11.2. Provided always that the power is exercised bona fide for the benefit of the EPSB as a whole and shall be capable of application without discrimination to all Members, it shall be lawful for the Board to pass a resolution at a meeting thereof (of which due notice including notice of the intention to propose such resolution shall have been given) that any Member shall cease to be a Member and if such resolution is passed by not less than two-thirds of the Directors present and voting, then such resolution shall take effect as from the conclusion of such meeting or from such later date as such resolution may prescribe for the purpose and the company secretary shall send notice to the Member so expelled immediately following conclusion of that meeting informing the relevant Member of the resolution of the Board.

12. Transfer of Membership

12.1. Membership is not transferable.

13. Number and Composition of Directors

13.1. The Board shall consist of the following Directors:

- (a) One Player Director
- (b) One Director representing Womens inclusion (Women's Inclusion Director)
- (c) One Director representing English Billiards (Billiards Director)
- (d) One Director representing Disability inclusion (Disability Inclusion Director)
- (e) The Chief Executive Officer of the EPSB
- (f) Two Non-Executive Directors

13.2. The Directors of the Company shall be appointed as follows:

- (a) The Directors at (a) to (d) shall be nominated by the Nominations Committee and appointed by a majority vote of the Board. Such appointments shall be subject to ratification by a majority vote of the Members at the next AGM of the Company after the relevant appointment.
- (b) the Chief Executive Officer will be appointed by the Board in an Ex Officio capacity and shall serve as a director for the duration of their holding the relevant office;
- (c) the Non-executive Directors shall be nominated by the Nominations Committee and appointed by a majority vote of the Board. Such appointments shall be subject to ratification by a majority vote of the Members at the next AGM of the Company after the relevant appointment.

13.3. If appropriate, the directors may appoint further directors as they see fit and if such appointments would enhance the skills, effectiveness or experience of the board in a way that would help further the objects of the board (as set out in article 3).

13.4. The Chairman of the Company and of each meeting of directors shall be elected by the Board.

13.5. The Directors of the company on the date of the adoption of these articles are as follows:

- (a) Nigel Mawer – Disability Inclusion Director and Chair

- (b) Simon Berrisford – Chief Executive Officer
- (c) Mandy Fisher – Womens Inclusion Director
- (d) Chris Coumbe – Billiards Director
- (e) Rohit Sagoo – Non-Executive Director
- (f) Svetlana Parmar – Non-Executive Director

13.6. The Player Director shall be nominated by the Nominations Committee and appointed by a majority vote of the Board once these articles are in effect. As per Article 13.2. This appointment shall be subject to ratification by a majority vote of the Members at the next AGM of the Company after the relevant appointment.

14. Terms of Office for Directors

14.1. Each director shall serve for an initial term of office as detailed below. Following expiry of this initial term of office, the relevant director shall retire. The subsequent term of Office will be four years for each Director. Any retiring director shall be eligible for re-appointment, subject to no director being eligible to serve more than two terms of office unless the Board agrees that exceptional circumstances apply, which warrant a third term of office. The initial (and any subsequent) terms of office for each director are as follows:

- (a) Simon Berrisford (Chief Executive Officer) appointed by the Board in an Ex Officio capacity and shall serve as a director for the duration of him holding the relevant office.
- (b) The appointed Player Director for an initial term of four years
- (c) Chris Coumbe (Billiards Director) for an initial term of three years from the date of the adoption of these articles.
- (d) Mandy Fisher (Womens Director) for an initial term of two years from the date of the adoption of these articles.
- (e) Nigel Mawer, (Disability Director and Chair) for an initial term of one year from the date of the adoption of these articles.

- (f) Svetlana for an initial term of three years from the date of the adoption of these articles.
- (g) Rohit for an initial term of four years from the date of the adoption of these articles.
- (h) If a Director appointed under Article 8.2 the term will be determined by the Board at the point of appointment

15. Unanimous Decisions

- 15.1. A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 15.2. Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 15.3. A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

16. Directors Remuneration

- 16.1. Subject to these Articles, a director's remuneration may take any form and include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director provided that such remuneration:
 - (a) is fixed having regard to the current remuneration of directors in comparable posts;
 - (b) does not exceed the general market rate for directors providing comparable services; and
 - (c) is not to any extent determined by or conditional upon the profits or losses derived from some or all of the activities of the Company or by reference to the level of the Company's gross income from some or all of its activities.

17. Disqualification of Directors

17.1. The office of a Director shall be vacated if:

- (a) he ceases to be a Director by virtue of any provision of the Act or
- (b) he becomes prohibited by law from being a Director; or
- (c) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (d) he becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs; or he resigns his office by written notice to the EPSB; or
- (e) he fails to attend three consecutive meetings of the Board without just cause in the view of the majority of the other Directors; or he shall be suspended from taking part in snooker or billiards competitions organised or endorsed by EPSB; or
- (f) the Director shall have ceased to be a Director in accordance with the provisions of Article 10,

17.2. Any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the EPSB or an entry made in the minute book stating that the Director has ceased to be a Director of the Board.

18. The EPSB Operations Team

18.1. The EPSB Operations Team shall be led by the Chief Executive Officer and shall be made up of persons appointed by the Board with suitable skills and knowledge of the sport to deliver its role.

18.2. Its role shall be to;

- (a) Promote, publicise and coordinate the development of snooker and billiards at all levels in England (as directed by the Board);
- (b) coordinate and organise snooker and billiards events in England

- (c) coordinate and run the 147 scheme for snooker clubs in England
- (d) manage the training of referees in England and their selection and appointment.
- (e) run a players ranking scheme in England
- (f) nominate players to take part in international competition
- (g) support the Board and provide input on all relevant matters.

18.3. The Chief Executive Officer shall be appointed by the Board to serve as a director in an Ex Officio capacity.

19. Committees

19.1. The Board may establish Committees for particular purposes.

19.2. The Board shall appoint the chairperson and members, define the terms of reference and decide the date when any such Committee shall make its report. Any such Committee shall consist of not less than three (3) members, including the chairperson. The Board may remove any Committee member by a two-third (2/3) majority of the Board.

19.3. The appointment to any Committee is honorary and carries no remuneration. Reasonable expenses incurred while fulfilling the functions of a member of such Committee shall be met by the EPSB.

20. Nominations Committee

20.1. At the inception of these articles, the EPSB Board shall perform the role of the Nomination Committee for the EPSB. A separate Nominations Committee may be appointed at a future date by the EPSB Board.

20.2. The Nominations Committee shall be responsible for ensuring that:

- (a) all vacancies (whether as a result of disqualification, retirement or otherwise) for the position of any Director are advertised on the EPSB's website or otherwise as they deem fit; and

- (b) the preferred characteristics of the appointment are included in any such advertisement or invitation having regard to the relevant skills and diversity requirements.

20.3. Candidates for the role of Director shall be identified by a competitive and transparent process.

21. Diversity

21.1. The EPSB will adopt appropriate actions to encourage, a minimum of 30% of each gender on its Board; and demonstrate a strong and public commitment to progressing towards achieving gender parity and greater diversity generally on its Board, including, but not limited to, Black, Asian, minority ethnic (BAME) diversity, and disability.

22. Secretary

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

23. Change of Company Name

23.1. The name of the Company may be changed by a special resolution of the Members or otherwise in accordance with the Act.

24. Calling a Directors Meeting

24.1. Any director may call a directors' meeting by giving not less than 10 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.

24.2. A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

25. Quorum for Directors Meetings

- 25.1. The quorum for the transaction of business at a meeting of directors is four.
- 25.2. If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- (a) to appoint further directors; or
 - (b) to call a general meeting so as to enable the Members to appoint further directors.
- 25.3. A member of the Board shall be treated as present at a meeting of the Board notwithstanding that he is not physically present if he is in communication with the meeting by telephone or other telecommunication link and, for the purpose of these Articles, meetings of the Board shall include meetings held by telephone or any other form of telecommunication link provided that:
- (a) all members of the Board have received notice of the meeting and the means of communication to be employed therefor; and
 - (b) the telephone or telecommunication link is so arranged that it is possible for each member of the Board to hear and be heard by each other person participating in the meeting and the terms "meeting" and "meet" shall be construed accordingly.

26. Casting Vote

- 26.1. If the numbers of votes for a proposal at a meeting of directors are equal, the Chairman has a casting vote.

27. Directors Conflict of Interest

- 27.1. The directors may, in accordance with the requirements set out in this article 14, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest.

27.2. Any authorisation under this article 14 shall be effective only if:

- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

27.3. Any authorisation of a Conflict under this article 14 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

28. Calling general meetings

28.1. General meetings are called on at least 21 clear days' written notice.

28.2. Without prejudice to the Act and any other applicable law, the Board may, whenever it thinks fit, convene a general meeting and a general meeting shall also be convened as soon as reasonably practicable upon the written requisition of Members representing at the date of the deposit of the requisition not less than one-tenth of the total voting rights of all the Members having at the said date right to vote at general meetings. If the Board does not, within 21 clear days from the date of the deposit of the requisition, proceed to duly convene a meeting, the requisitionists or any of them may themselves convene a meeting but any meeting shall not be held after the expiration of three months from the said date.

29. Annual General Meeting

29.1. Unless otherwise agreed to by all of the Members, the directors shall ensure that a general meeting of the Company is called at least once each calendar year (at such time and place as may be determined by the directors), with the first such meeting following the date of adoption of these Articles to take place within 12 months of the date of adoption of these Articles.

30. Quorum for general meetings

30.1. No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. Five Members present in person or by video link shall constitute a quorum, which must include at least three EPSB Directors.

31. Votes of Members

31.1. Subject to the Act, at any general meeting every Member who is present in person shall on a show of hands have one vote and every Member present in person shall on a poll have one vote.

31.2. Members may attend and participate in a General Meeting by live video link. Those attending in this manner shall be deemed to be present and entitled to vote.

31.3. The chairman of the meeting shall take all necessary steps to ensure that Members

attending by video can take part in the meeting and are able to vote.

32. Poll Votes

32.1. A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

32.2. A poll may be demanded by:

- (a) the chairman of the meeting;
- (b) the Directors; or
- (c) three or more Voting Members.

32.3. A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the chairman of the meeting consents to the withdrawal.

32.4. Polls must be taken immediately and in such manner as the chairman of the meeting directs.

33. Proxies

33.1. Proxy voting is not permitted.

34. Means of Communications to be Used

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

- (a) 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);

- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) 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.

34.2. For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

34.3. 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.

35. Indemnity Insurance

35.1. Subject to article 29.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them, including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 29.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such

expenditure.

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

35.3. 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.

35.4. In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) 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
- (c) a "**relevant officer**" means any director or other officer or former director or other officer of the Company.