

COMPANY LIMITED BY GUARANTEE

Articles of Association of

[BIRMINGHAM LOCAL MEDICAL COMMITTEE LTD]

INTERPRETATION AND LIMITATION OF LIABILITY

Defined Terms

1. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company. In these Articles, unless the context requires otherwise:

“ The Act ” means:	The Companies Act 2006;
“ Annual General Meeting ” means:	a yearly meeting between the Members and the Board;
“ Articles ” means:	these Articles of Association from time to time in force;
“ Board ” means:	the Board of Directors, for the time being, of the Company;
“ Chair ” means:	the Chair of the Board, for the time being, of the Company;
“ Chairperson of the Meeting ”:	has the meaning given in article 52 ;
“ Clear Day ” means:	exclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given;
“ Company ” means:	[Birmingham Local Medical Committee Ltd];
“ Director ” means:	a Director of the Company, including any person occupying the position of Director of the Company by whatever name called;
“ Document ” means:	includes, unless otherwise indicated, any document sent or supplied in Electronic Form;
“ Electronic Form ” and “ Electronic Means ”:	have the meanings respectively given to them in Section 1168 of the Act;
“ Extraordinary General Meeting ”:	has the meaning given in article 47 ;
“ Hard Copy Form ”:	has the meaning given to it in the Act;
“ LMC ” means:	Birmingham Local Medical Committee;
“ Member ” means:	has the meaning given in section 112 of the Act;
“ Month ” means:	a calendar month;

“Office” means:	the registered office of the Company;
“Ordinary Resolution” means:	has the meaning given in section 282 of the Act;
“Special Resolution” means:	has the meaning given in section 283 of the Act;
“Writing” means:	written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing in a visible form including electronic transmission such as facsimile and e-mail.

Liability of Members

2. Members of the Company shall be limited to the committee members of the LMC.
3. The liability of each Member is limited to one-pound sterling, being the amount that each Member undertakes to contribute to the assets of the Company in the event of it being wound up whilst being a Member or within one year after they cease to be a Member, for: -
 - a) payment of the Company’s debts and liabilities contracted before they cease to be a Member;
 - b) payment of the costs, charges and expenses of winding up, and
 - c) adjustment of the rights of the contributories among themselves.

DIRECTORS POWERS AND RESPONSIBILITIES

Directors General Authority

4. Subject to the Articles, the Directors shall be responsible for the management of the Company’s business, for which purpose they may exercise all the powers of the Company.

Directors may delegate

5. Subject to the Articles, the Directors may delegate any of the powers which are conferred upon them under the Articles: -
 - a) to such person or committee;
 - b) by such means (including by power of attorney);
 - c) to such an extent;
 - d) in relation to such matters or territories; and
 - e) on such terms and conditions;

as they think fit.
6. If the Directors so specify, any such delegation may authorise further delegation of the Directors’ powers by any person to whom they are delegated.
7. The Directors may revoke any delegation in whole or part or alter its terms and conditions.

Committees

8. Any committee to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
9. The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION MAKING BY THE BOARD OF DIRECTORS

Directors to take decisions collectively

10. Quorum for the Board shall be no fewer than three (3) Directors. In the event that the Board shall at any time be reduced in number to fewer than 3, it shall be lawful for them to act as the Board only for the purposes of admitting persons as Members of the Company, filling Board vacancies, or summoning a general meeting, but not for any other purpose.
11. Any decision of the Directors shall be taken on a majority vote.
12. Notes of any Board meeting shall be taken by a nominated Director and shall endeavour to be circulated to the Directors no later than seven (7) days following the meeting.

Calling a Board Meeting

13. Any Director may call a Board meeting by giving at least five (5) days' notice of the meeting to the Directors. A meeting of the Directors may be called on shorter notice where the Directors unanimously agree; Any notice need not be in writing.
14. Notice of any Board meeting must indicate the proposed time, date, and where the meeting is to take place. In the event that any of the Directors participating in the meeting will not be in the same place, the Directors shall decide how they shall communicate with each other during the meeting.
15. The Board may permit Board meetings to be held virtually or electronically from time to time and the decision to hold any virtual Board meeting shall be set out in the notice of a Board meeting.

Participation in Board meetings

16. In the event a Board meeting has been called and takes place in accordance with these Articles then any Directors who have participated or who have attended in part may communicate to the remaining Directors any information or opinions they have on any particular item of the business of the meeting.

Chairing of Board Meetings

17. The Board shall appoint a Chair from amongst its number; the Directors may terminate the Chair's appointment at any time.
18. If the Chair fails to attend a Board meeting within ten (10) minutes of the time at which the Board meeting was to commence then those Directors in attendance shall appoint one of their number to chair the meeting.

Term of Office

19. Save and except for the first directors of the Company, whose terms of office shall coincide with the remainder of their term of office on the executive sub-committee of the LMC, and where any Director has

been appointed to fill a casual vacancy in accordance with **article 36**, all Directors shall hold office for a period of 4 years.

20. Following any term of office as a Director, a person may be permitted to stand for re-election as a Director subject to that person continuing to be eligible to be a Director in accordance with the Articles.

Casting vote

21. If the numbers of votes for and against a proposal are equal, the Chair or other Director chairing the meeting, shall have the casting vote.
22. **Article 21** shall not apply if, in accordance with the Articles, the Chair or other Director chairing the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

Conflicts of interest

23. If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
24. If a Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes, the following applies:
- a) the Company by Ordinary Resolution dis-applies the provision of the Articles which would otherwise prevent a Director from being counted as participating in the decision-making process;
 - b) the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - c) the Director's conflict of interest arises from a permitted cause.
25. For the purposes of **article 24(c)**, the following are permitted causes: -
- a) a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;
 - b) subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - c) arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its subsidiaries which do not provide special benefits for Directors or former Directors.
26. For the purposes of **article 23** and **article 24**, references to proposed decisions and decision-making processes include any Board meeting or part of a Board meeting.
27. Subject to **article 28**, if a question arises at a Board meeting (or of a committee of Directors) as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair whose ruling in relation to any Director other than the Chair is to be final and conclusive.
28. If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Directors at that meeting, for

which purpose the Chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

Records of decisions to be kept

29. The Directors shall ensure that the Company keeps a record, in Writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

Directors' discretion to make further rules

30. Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to the Directors.

APPOINTMENT OF DIRECTORS

Methods of appointing Directors

31. Save and except for the first Directors of the Company and where the Board fills a casual vacancy, each Director shall be elected to the Board by a vote of the Members.

32. Unless otherwise determined by Special Resolution, the number of Directors shall not exceed 7.

33. The Board shall consist of up to six (6) directors, who shall be the same individuals as elected to the executive sub-committee of the LMC, and, at the discretion of the Board, one (1) further co-opted director, who may be co-opted on such terms and conditions as the Board may determine.

34. Not used

35. The Company may from time to time in a general meeting by Special Resolution increase (or reduce) the number of Directors permitted under **article 32** and may make the appointments necessary for effecting any such increase.

36. The Board may from time to time appoint any Member of the Company as a Director in order to fill a casual vacancy. Any Member appointed to fill a casual vacancy shall retain office as a Director only until the next Annual General Meeting.

37. In any case where, as a result of death, the Company has no Members and no Directors, the personal representatives of the last Member to have died have the right, by notice in Writing, to appoint a person to be a Director.

38. For the purposes of **article 37**, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

Termination of Director's appointment

39. A person ceases to be a Director as soon as:

- a) that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
- b) a bankruptcy order is made against that person;
- c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

- d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three (3) months;
 - e) that person has been absent from 3 consecutive meetings of the Board, unless the Board, being satisfied that their absence was due to illness or other reasonable cause, resolve that they shall continue to be a Director;
 - f) by any act or omission (and in the sole opinion of the remaining Directors) that person brings the Company into disrepute;
 - g) that person is no longer eligible to be a Director in accordance with these Articles;
 - h) notification is received by the Company from that person stating that they are resigning from office, and such resignation has taken effect in accordance with its terms.
40. The Board has the right at a meeting of the Directors to remove a Director from office if, in the reasonable opinion of the Board, that Director has acted in a manner which is incompatible with their role and responsibilities as a Director.

Directors' expenses

41. The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at: -
- a) Board meetings or committees of Directors;
 - b) general meetings;
 - c) separate meetings of the holders of debentures of the Company; or;
 - d) otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

MEMBERS

Applications for membership

42. No person shall become a Member of the Company unless:
- a) that person has completed an application for membership in a form approved by the Directors; and,
 - b) the Directors have approved the application.

Termination of membership

43. A Member may withdraw from membership of the Company by giving 7 days' notice to the Company in Writing.
44. Membership is not transferable.
45. A person's membership shall terminate when that person:
- a) is no longer a committee member of the LMC; or
 - b) that person dies or ceases to exist.

ORGANISATION OF GENERAL MEETINGS

46. The Company shall hold a general meeting in every calendar year as its Annual General Meeting, at such time and place as may be determined by the Board, and shall specify the meeting as such in the notices calling it.
47. All general meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
48. The Board may whenever it sees fit convene an Extraordinary General Meeting. Extraordinary General Meetings shall be convened on such requisition, or in default may be convened by such requisitionists as provided by section 303 of the Act.
49. At least twenty-one (21) Clear Days' notice shall be required for all general meetings. A notice must be in Writing and specify the place, the day and the hour of the meeting, and, in the case of special business, the general nature of that business, and shall be given in a manner hereinafter mentioned to such persons as are under these Articles or under the Act entitled to receive such notices from the Company; but with the consent of all the Members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act.
50. The non-receipt of a validly sent notice by any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting.
51. All business that is transacted at an Annual General Meeting and at an Extraordinary General Meeting shall be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, the reports of the Board and the election of Directors in the place of those retiring.
52. The Chair, or, if the Chair is unable to preside, a Member nominated by the Board, shall preside as chair at every general meeting (**Chairperson of the Meeting**), but, if there be no such Chairperson of the Meeting, or if at any meeting the Chairperson of the Meeting is not present within 15 minutes after the time appointed for holding the same, or shall be unwilling to preside, the Members present shall on a show of hands choose another Director, or if no such Director be present, or if all the Directors present decline to take the chair, they shall choose some Member of the Company who shall be present to preside.
53. The Chairperson of the Meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given in the same manner as for that of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

Attendance and speaking at general meetings

54. A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
55. A person is able to exercise the right to vote at a general meeting when:
 - a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

- b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

56. The Board may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

57. In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.

58. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

Quorum for General Meetings

59. Quorum for a general meeting shall be no less than one-third (1/3rd) of the Members. No business other than the appointment of the Chairperson of the Meeting is to be transacted at a general meeting if the Members attending it do not constitute a quorum.

60. Where a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day of the week in the next Month, at the same time and place, or at such other place as the Board may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall be a quorum.

Adjournment

61. If the Members attending a general meeting do not constitute a quorum within half an hour of the time at which the meeting was due to start, or, if during a meeting a quorum ceases to be present, the Chairperson of the Meeting must adjourn it.

62. The Chairperson of the Meeting may adjourn a general meeting at which a quorum is present if: -

- a) the meeting consents to an adjournment for any reason; or
- b) it appears to the Chairperson of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

63. The Chairperson of the Meeting must adjourn a general meeting if directed to do so by the Members. When adjourning a general meeting, the Chairperson of the Meeting must:

- a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; or
- b) it shall stand adjourned to the same day of the week in the next Month, at the same time and place, or at such other place as the Board may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall be a quorum.

64. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 Clear Days' notice of it: -

- a) to the same persons to whom notice of the Company's general meetings is required to be given, and

b) containing the same information which such notice is required to contain.

65. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

Voting

66. At any general meeting, any resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairperson of the Meeting or by at least 3 Members present in person or by proxy, or by a Member or Members present in person or by proxy and representing one-tenth (1/10th) of the total voting rights of all the Members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairperson of the Meeting that a resolution has been carried, or 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 that resolution.

67. Subject to the provisions of **article 68**, if a poll be demanded in the manner aforesaid, it shall be taken at such time and place and in such manner, as the Chairperson of the Meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

68. No poll shall be demanded on the election of a Chairperson of the Meeting, or on any question of adjournment.

69. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the Meeting shall have the casting vote.

70. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

Errors and disputes

71. 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.

72. Any such objection must be referred to the Chairperson of the Meeting whose decision shall be final.

Content of Proxy Notices

73. Any instrument appointing a proxy shall be in the following form or in such other forms as may be acceptable to the Board: -

"I,
of
a Member of
hereby appoint
of
and failing him or her,
of
to vote for me and on my behalf at the (Annual or Extraordinary, or
adjourned, as the case may be) general meeting of the Company to
be held on the day of and at every adjournment
thereof.
As witness my hand this day of 20 ."

74. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
75. 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.
76. 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) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

Delivery of Proxy Notices

77. A person who is entitled to attend, speak 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.
78. 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.
79. 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.
80. 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 appointer's behalf.

Amendments to resolutions

81. An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
- a) notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairperson of the Meeting may determine), and
 - b) the proposed amendment does not, in the reasonable opinion of the Chairperson of the Meeting, materially alter the scope of the resolution.
82. A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if—
- a) the Chairperson of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
83. If the Chairperson of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairperson of the Meeting's error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

84. Subject to **article 88**, a written resolution of the Company passed in accordance with **articles 85 to 94** shall have effect as if passed by the Company in a general meeting.
85. A written resolution is passed as an Ordinary Resolution if it is passed by a simple majority of the total voting rights of eligible Members.
86. A written resolution is passed as a special resolution if it is passed by Members representing not less than 75% of the total voting rights of eligible Members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
87. In relation to a resolution proposed as a written resolution of the Company the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
88. A Members' resolution under the Act removing a Director or an auditor before the expiration of their term of office may not be passed as a written resolution.
89. A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Company's auditors (if any) in accordance with the Act.
90. A Member signifies their agreement to a proposed written resolution when the Company receives from him or her an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
91. If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the Member's signature.
92. If the Document is sent to the Company by Electronic Means, it is authenticated if it bears the Member's signature or if the identity of the Member is confirmed in a manner agreed by the Directors or if it is accompanied by a statement of the identity of the Member and the Company has no reason to doubt the truth of that statement or if it is from an email address notified by the Member to the Company for the purposes of receiving Documents or information by Electronic Means.
93. A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
94. A proposed written resolution lapses if it is not passed within 28 days beginning with the Circulation Date.

ACCOUNTS

95. The Board shall cause accounting records to be kept in accordance with the requirements of the Act.
96. The accounting records shall be kept at the Office, or, subject to the provisions of the Act, at such other place or places as the Board shall think fit, and shall always be open to the inspection of the officers of the Company.
97. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company shall be open to the inspection of Members not being officers of the Company, and no Member (not being an officer) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Board or by the Company in a General Meeting.
98. At the Annual General Meeting, in every year the Board shall lay before the Company a proper income and expenditure account for the period since the last preceding account made up to a date not more

than nine (9) Months before such meeting together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Board, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than 21 Clear Days before the date of the meeting, subject nevertheless to the provisions of the Act, be sent to all persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served.

ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

99. Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
100. Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
101. A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than forty-eight (48) hours.

Provision for employees on cessation of business

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

DIRECTORS' INDEMNITY AND INSURANCE

Indemnity

103. Subject to **article 104**, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:
- a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
 - b) any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act);
 - c) any other liability incurred by that Director as an officer of the Company or an associated company.
104. **Article 103** does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.
105. For the purposes of **article 103**:

- 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 Director” means any Director or former Director of the Company or an associated company.

Insurance

106. The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

107. For the purposes of **article 106**:

- a) a “relevant Director” means any Director or former Director of the Company or an associated company,
- b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director’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) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.