

**Company Number: 2749617**

***ARTICLES of ASSOCIATION***

**- of -**

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**THE FEDERATION OF COMMUNICATION SERVICES LIMITED**

**(as amended on June 28<sup>th</sup> 2017)**

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**- A Company limited by Guarantee -**

Incorporated on  
22nd September 1992

THURSDAY



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13/07/2017

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COMPANIES HOUSE

**COMPANIES ACT 2006**  
**COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**THE FEDERATION OF COMMUNICATION SERVICES LIMITED (the “Company”)**

**MODEL ARTICLES**

1. The model articles for private companies limited by shares contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (the “Model Articles”) as at the date when these Articles became binding on the Company shall, except where the same are excluded or varied by or inconsistent with these Articles, apply to the Company.
2. Articles 7, 8, 9, 11(2) and (3), 14 and 21 to 24 inclusive of the Model Articles do not apply to the Company.

**INTERPRETATION**

3. In these Articles unless the context otherwise requires:

“Articles” means the Company’s articles of association in their present form or as altered from time to time;

“Electronic General Meeting” has the meaning given in Article 45;

“Eligible Director” means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter and for these purposes a director’s vote is not to be counted in respect of any Conflict which has not been authorised under Article 30 nor where the Relevant Terms relating to the authorisation of any Conflict do not allow the director to vote in relation to the particular matter);

“Member’s Agreement” means the agreement (in the form set by the directors from time to time) between the Company and a member which comes into effect upon the directors accepting a member’s duly completed application form, including the member’s declaration to abide by the Articles;

“Permitted Interest” has the meaning given in Articles 30 to 36;

“Relevant Terms” has the meaning given in Article 35(ii); and

“2006 Act” means the Companies Act 2006 and every statute including any orders, regulations and other subordinate legislation made under it from time to time in force concerning companies insofar as the same applies to the Company.

4. References to the masculine, the feminine and the neuter shall include all such genders and references to the singular shall include the plural and vice versa.
5. Headings in these Articles are used for convenience only and do not affect the construction or interpretation of these Articles.

6. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time.

### **RULES**

7. The Company may by special resolution adopt from time to time Rules of the Company which are binding on all members and associate members, and any Rules at any time in force may at any time be altered, abrogated or added to by the directors; and in these Articles "the Rules" means the Rules from time to time in force of the Company.

### **MEMBERS**

8. The subscribers to the memorandum of association and such other persons as are admitted to membership in accordance with these Articles are members of the Company on the terms set out in these Articles. No person (individual or company) will be admitted as a member of the Company unless that person is approved by the directors and:
- (i) their principal activity is the provision of communication services, hiring, operation and/or servicing of communication equipment (including installers of radio frequency equipment on road vehicles); or
  - (ii) they are, acting in good faith, a manufacturer and/or supplier of equipment or services which are deemed to be relevant.
9. Every person who wishes to become a member must apply to the directors by delivering to the Company an application for membership in such form as the directors require and entering into a Member's Agreement with the Company.
10. Persons admitted as members must each pay an annual subscription on the following terms (the "Annual Subscription Amount"):
- (i) The Annual Subscription Amount due from each member will be decided on an individual basis by the directors. The directors may establish criteria and request the provision of documents and information from members for this purpose. The directors can alter and raise the Annual Subscription Amount payable by each member from time to time.
  - (ii) The Annual Subscription Amount will be payable in advance in full on 01 January of each year or such date as the directors may otherwise decide from time to time. The Annual Subscription Amount is non-refundable.
  - (iii) The directors will decide the Annual Subscription Amount for a member's first year of membership on a pro rata basis calculated with reference to the number of calendar months from and including the month of admission to membership to the end of that calendar year.
  - (iv) If a member or the directors discover that the member has supplied incomplete or incorrect documents or information to the directors following a request made under Article 9(i), then the directors may adjust the Annual Subscription Amount payable from that member. In such circumstances, the directors will issue a credit note or additional invoice for the difference between the Annual Subscription Amount paid and the adjusted Annual Subscription Amount. This invoice will become due for payment by the member at the end of the month in which it is issued.

11. Any member which is a company must appoint an "executive representative" to act on behalf of it for all general meetings of the Company and in relation to all other rights of membership of the Company. Any member company may also appoint one deputy who has power in the absence of any executive representative of the member company to act for such executive representative for any general meeting of the Company and in all matters about the Company's operation and activities other than attendance at a meeting of the directors. Any such appointment must be made in writing, addressed to the secretary of the Company and delivered to the Company at its registered office.
12. The directors can at their absolute discretion substitute the successor in business of any member as a member and in such case the successor in business will enjoy all the rights and privileges of the member which he succeeds and will be entitled to the benefit of the unexpired portion of any Annual Subscription Amounts paid in advance by the member which he succeeds. Membership is not transferable other than as set out in this Article or with the approval of the directors.

### **TERMINATION OF MEMBERSHIP**

13. A member may terminate its membership of the Company by giving at least three months' clear notice to the Company to expire on the last day of March, June, September or December in each year. Membership is not transferable (except as referred to in Article 11 or with the approval of the directors) and ceases on death.
14. Membership will automatically cease if a member:
  - (i) being a corporate body or limited company is dissolved or goes into liquidation whether voluntary or compulsory (otherwise than for the purposes of reconstruction) or administration or if a receiver for debenture holders or mortgagees is appointed in respect of any of the assets of the company and is not discharged within three calendar months from his appointment or if the member conveys or assigns its property to a trustee or trustees for the benefit of or executes any deed of arrangement in favour of or makes any composition or arrangement with its creditors generally or any class of its creditors;
  - (ii) being a firm or individual becomes bankrupt or makes any assignment for the benefit of or by way of trust for his or their creditors or executes a deed of trust for or on behalf of creditors;

following which the member will be removed from the register of members by the secretary.

### **EXPULSION OF MEMBER**

15. The directors may terminate the membership of any member without his consent by giving the member written notice if, in the reasonable opinion of the directors, the member:
  - (i) is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the members and directors into disrepute; or
  - (ii) has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
  - (iii) has failed to pay the Annual Subscription Amount (including an amended Annual Subscription Amount under Article 9(iv)) on the date it falls due under Article 9; or

(iv) has otherwise failed to comply with these Articles and the Rules.

Following such termination, the member will be removed from the register of members by the secretary.

16. The notice to the member must give the member the opportunity to be heard in writing or in person as to why his membership should not be terminated. The directors must consider any representations made by the member and inform the member of their decision following such consideration. There is no right to appeal from a decision of the directors to terminate the membership of a member.

17. Articles 15 and 16 notwithstanding, a member will cease to be a member if:

(i) the directors resolve, by a majority of at least 67% of those present and entitled to vote, to remove any member from the membership of the Company; or

(ii) a general meeting of the Company properly convened for the purpose resolves, by a majority vote of at least 67% of those present and entitled to vote, to remove any member from the membership of the Company; or

(iii) the members of any Membership Committee, Panel, Tribunal or Arbitrator appointed by the directors for the specific purpose of reviewing membership, whether consisting of members or associate members of the Company or not, resolve by a majority of at least 67% of those present and entitled to vote to remove any member from the membership of the Company;

following which the member will be removed from the register of members by the secretary.

18. Any member who ceases to be a member of the Company under Articles 13 and 14 or whose membership is terminated under Articles 15 or 17 will:

(i) forfeit all interest in the funds of the Company including any monies paid by the member to the Company; and

(ii) remain liable to pay to the Company any Annual Subscription Amounts due and unpaid at the date of ceasing to be a member or date of termination and any other sum owed by that member to the Company.

Any money owed by that member to the Company will remain a provable debt against the member and / or in any liquidation, composition or bankruptcy of that member.

#### **ASSOCIATE MEMBERS**

19. The directors may admit to associate membership of the Company any person whose activities include the provision of communication services or the supply (whether by hire, sale or otherwise, and whether by wholesale or retail or otherwise) of any communication equipment.

20. An associate member will have such rights, privileges and obligations in relation to the Company as may be specified from time to time in the Rules, but will not otherwise have any of the rights or privileges of a member (and in particular will not be entitled to vote at any meeting of the Company or be entitled to any of the assets or profits of the Company) or be subject to any of the obligations or liabilities of a member.

21. No person can become an associate member unless he is approved by the directors and complies with the Rules. Every person who wishes to become an associate member must deliver to the Company an application for associate membership signed by him, provide such further information as the directors may require and must, if required, enter into a Member's Agreement with the Company in accordance with the Rules.
22. Articles 9 to 18 inclusive apply (with the necessary changes) to associate members as they apply to members.

### **DECISIONS OF DIRECTORS**

23. The directors may call meetings, adjourn them and otherwise regulate their meetings as they decide. Subject to Article 25, any decision of the directors must be decided either by a majority of votes of the Eligible Directors present at a meeting of the directors or by a decision taken in accordance with Article 24.
24. A decision of the directors may also 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. A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at a meeting of the directors.
25. If:
  - (i) the Company has only one director for the time being; and
  - (ii) the Articles do not require it to have more than one director;

the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the Articles relating to directors' decision-making.

### **CALLING A DIRECTORS' MEETING**

26. Any director may call a directors' meeting by giving to each director or by authorising the Company secretary (if any) to give such notice.
27. Notice of a directors' meeting must be given to each director in writing or in such other manner as all the directors may agree.

### **QUORUM FOR DIRECTORS' MEETINGS**

28. The quorum for directors' meetings may be fixed from time to time by the directors. Unless so fixed at any other number, the quorum is one quarter of the directors but not less than four.
29. A meeting of the directors at which a quorum is present can exercise all powers and discretions for the time being exercisable by the directors. Any director who ceases to be a director at a meeting of the directors may continue to be present and act as a director, and be counted in the quorum, until termination of the meeting if no other director objects and if otherwise a quorum of directors would not be present.

### **AUTHORISATION OF DIRECTORS' CONFLICTS OF INTEREST**

30. Notwithstanding any other provision of these Articles, a director is authorised for the purposes of section 175 of the 2006 Act to act or continue to act as a director of the Company notwithstanding that, at the time of his appointment or subsequently, he also holds any other

office or employment with the Company, any member of the Company or any entity in the same group as the Company or any member of it (a "Permitted Interest").

31. A director who has a Permitted Interest will be an Eligible Director and can vote at a meeting of directors (or of a committee of directors) or participate in any decision taken by written resolution about any matter which relates directly or indirectly to that Permitted Interest.
32. The directors may, subject to the quorum and voting requirements in this Article, authorise any matter which relates to a situation in which a director (the "relevant director") has, or can have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company and which would, if not so authorised or otherwise permitted, result in a breach of duty by the relevant director under section 175 of the 2006 Act (a "Conflict").
33. Any director (including the relevant director) may propose that a Conflict be authorised by the directors. Such proposal and any authorisation given by the directors must be effected in accordance with these Articles.
34. In connection with any proposal that a Conflict be authorised by the directors, the relevant director must disclose to the other directors:
  - (i) the nature and extent of the Conflict, including the nature and extent of the interest of the relevant director; and
  - (ii) such additional information known to the relevant director in relation to the Conflict as is necessary to enable the other directors to decide whether or not to authorise the Conflict or is requested by the other directors to help them decide whether or not to authorise the Conflict.
35. Where the directors authorise a Conflict:
  - (i) the relevant director or directors will not count towards the quorum nor vote on any resolution giving such authorisation (and any such vote made will not be counted);
  - (ii) the directors may (in connection with giving the authorisation or subsequently):
    - (a) require that each relevant director is excluded from the receipt of documents and participation in discussions (whether at meetings of the directors or otherwise) relating to the Conflict;
    - (b) impose upon each relevant director such other terms for the purpose of dealing with the Conflict as they may decide; and
    - (c) decide that each relevant director may or may not vote or may or may not be counted in the quorum at any future meeting of directors in relation to any resolution relating to the Conflict;(together "Relevant Terms");
  - (iii) each relevant director must comply with any Relevant Terms and any failure to comply with Relevant Terms by the relevant director will, unless such failure is authorised by the directors, result in the cessation of any authorisation by the directors of the Conflict on the Relevant Terms;

- (iv) the directors may decide that where the relevant director obtains or has obtained (in connection with the Conflict and otherwise than through his position as a director) information that is confidential to a third party, the director will not be obliged to disclose that information to the Company or use or apply the information in relation to the Company's affairs;
  - (v) the authorisation may extend to any actual or potential Conflict which can reasonably be expected to arise out of the Conflict which has been authorised;
  - (vi) the Relevant Terms must be recorded in writing and notified to the relevant director (but the authority will be effective whether or not the Relevant Terms are so recorded and notified); and
  - (vii) the directors may revoke or vary the authorisation at any time but this will not affect anything done by the relevant director in accordance with the Relevant Terms before that revocation or variation and notice of any such revocation or variation will be given to the relevant director (but such revocation or variation will be effective whether or not such notice is given).
36. A director is not required, by reason of his office (or of the fiduciary relationship established by reason of him being a director) to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with:
- (i) a Permitted Interest; or
  - (ii) any Conflict authorised by the directors under Article 32 or by the Company in general meeting,

subject in each case to any conditions attached to such authorisation and provided that all material information concerning that remuneration, profit or other benefit was duly disclosed to the directors or the shareholders (as appropriate) before such authorisation was given. No contract will be liable to be set aside on such grounds nor will the receipt of any such remuneration, profit or other benefit constitute a breach of such director's duty under section 176 of the 2006 Act.

37. For the purposes of Articles 30 to 36 inclusive, an interest of a person who is, for any purpose of the 2006 Act, connected with a director will be treated as an interest of the director.

#### **DIRECTORS' INTERESTS**

38. A director who is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company must declare the nature and extent of that interest at a meeting of the directors or in accordance with section 184 or 185 of the 2006 Act before the Company enters into the transaction or arrangement.
39. A director who is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company must declare the nature and extent of that interest at a meeting of the directors or in accordance with section 184 or 185 of the 2006 Act as soon as is reasonably practicable, unless the interest has already been declared under Article 38.
40. A director need not declare an interest under Article 38 or Article 39 (as the case may be):
- (i) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;



- (ii) of which the director is not aware or where the director is not aware of the transaction or arrangement in question and for this purpose a director is treated as being aware of matters of which he ought reasonably be aware;
  - (iii) if, or to the extent that, the other directors are already aware of the interest, and for this purpose the other directors are treated as being aware of anything of which they ought reasonably to be aware; or
  - (iv) if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a meeting of the directors.
41. Subject, where applicable, to any Relevant Terms, and provided a director has declared his interest in accordance with Article 38 or 39 (or is not required to declare that interest under Article 40), a director notwithstanding his office:
- (i) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is directly or indirectly interested;
  - (ii) is an Eligible Director and can vote at a meeting of directors (or of a committee of directors) or participate in any decision taken by written resolution in respect of any transaction or arrangement or proposed transaction or arrangement in which he is interested;
  - (iii) may act by himself or through his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm are entitled to remuneration for professional services as if he were not a director;
  - (iv) may be a director or other officer of, or employed by, or a member of or partner in, any person who is a party to or otherwise interested in, any transaction or arrangement with any body corporate promoted by the Company or in which the Company is otherwise (directly or indirectly) interested; and
  - (v) will not, save as he may otherwise agree, be accountable to the Company for any remuneration, profit or other benefit which he (or a person connected with him (as defined in section 252 of the 2006 Act)) derives from or in connection with any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement is liable to be avoided on the grounds of any such interest or benefit nor will the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the 2006 Act.

#### **DIRECTORS' GRATUITIES AND PENSIONS**

42. In addition to Article 19 of the Model Articles, the directors may exercise all the powers of the Company to grant pensions, annuities, gratuities and superannuation or other allowances and benefits in favour of any person including any director or former director or the relations, connections or dependants of any director or former director and the secretary, if any. A director or former director will not be accountable to the Company or the shareholders for any benefit of any kind conferred under this Article and the receipt of any such benefit does not disqualify any person from being or becoming a director of the Company.

#### **GENERAL MEETINGS**

43. The directors will decide whether a general meeting is to be held as a physical general meeting or an Electronic General Meeting. The directors may call general meetings whenever and at such times and places (including electronic platforms) as they decide.
44. The directors may designate a place or places as a “Satellite Meeting Place” or “Satellite Meeting Places” where persons may attend the meeting physically by attending at a place or places other than the place specified in the notice of meeting at which the chairman of the meeting is to preside (the “Principal Place”), provided persons attending at the Principal Place and the Satellite Meeting Place(s) are able to participate in the business of the meeting, and to hear and see all persons who speak at the Principal Place or any Satellite Meeting Place (whether by means of microphones, loudspeakers, audio-visual equipment or otherwise) and when speaking may be heard and seen by all other persons present at the Principal Place and any Satellite Meeting Place.
45. The directors may resolve to enable persons entitled to attend a general meeting hosted on an electronic platform (an “Electronic General Meeting”) to do so by simultaneous attendance by electronic means and applications with no member necessarily in physical attendance at the Electronic General Meeting. The members or their proxies present will be counted in the quorum for, and entitled to vote at, the general meeting in question, and that meeting will be duly constituted and its proceedings valid while the chairman of the general meeting is satisfied that adequate facilities are available throughout the Electronic General Meeting to enable members attending the Electronic General Meeting who are not present together at the same place to attend and speak and vote at it contemporaneously by electronic means and applications.
46. Where the Company holds a general meeting which is an Electronic General Meeting, references to “general meeting” in these Articles and the Model Articles (including Articles 23 to 27 inclusive of the Model Articles) include Electronic General Meetings and references to the place of the general meeting include electronic platforms.
47. A general meeting can be held both physically and electronically. This includes arrangements for the chairman and some or all of those members necessary to constitute a quorum attending from the Principal Meeting Place and any Satellite Meeting Place while others participate using an electronic platform.

#### **PROCEEDINGS AT GENERAL MEETINGS**

48. If it appears to the chairman of the general meeting that:
- (i) the facilities at the Principal Meeting Place or any Satellite Meeting Place; or
  - (ii) the electronic platform, facilities or security at the Electronic General Meeting;
- have become inadequate for the purposes referred to in Articles 44 and 45, then the chairman may, without the consent of the meeting, adjourn the general meeting (whether or not it has commenced or a quorum is present) to a later time on the same day or on a later day and either to the same or another place, so that the general meeting may be conducted properly and effectively. All business conducted at that general meeting up to the time of that adjournment is valid.
49. The directors may make arrangements for persons entitled to attend a general meeting or an adjourned general meeting to be able to view and hear the proceedings of the general meeting or adjourned general meeting and to speak at the meeting (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) by attending at a venue

anywhere in the world. If the general meeting is only held as a physical meeting and not also as an Electronic General Meeting, those attending at any such venue will not be regarded as present at the general meeting or adjourned general meeting and will not be entitled to vote at the meeting at or from that venue unless it is a Satellite Meeting Place. The inability for any reason of any member present in person or by proxy at such a venue to view or hear all or any of the proceedings of the physical general meeting or to speak at the meeting does not in any way affect the validity of the proceedings of the meeting.

50. In relation to physical general meetings, the right of a member to participate in the business of any general meeting includes (without limitation) the right to speak, vote on a show of hands, vote on a poll, be represented by a proxy and have access to all documents which are required by the 2006 Act or these Articles to be made available at the meeting.
51. In relation to Electronic General Meetings, the right of a member to participate in the business of any general meeting includes (without limitation) the right to speak, vote on a poll, be represented by a proxy and have access (including electronic access) to all documents which are required by the 2006 Act or these Articles to be made available at the meeting.
52. The directors and, at any Electronic General Meeting, the chairman may make any arrangement and impose any requirement or restriction as they consider is necessary or desirable to enable the identification of those taking part, for the security of the electronic communication and / or to enhance the use of communication equipment. In this respect, the directors can authorise any voting application, system or facility for Electronic General Meetings as they decide.

#### **NOTICE OF GENERAL MEETINGS**

53. A general meeting must be called by at least 14 clear days' notice. Shorter notice may be agreed by a majority of the members having a right to attend and vote at the general meeting, being a majority who together represent not less than 95% of the total voting rights at that meeting of all the members.
54. Subject to the 2006 Act and these Articles, the notice must be sent to every member and every director. The auditors are entitled to receive all notices of, and other communications relating to, any general meeting which any member is entitled to receive.
55. Subject to the 2006 Act, the notice must specify:
  - (i) whether the meeting is a physical or Electronic General Meeting;
  - (ii) for physical general meetings, the time, date and place of the meeting (including any Satellite Meeting Places); and
  - (iii) for Electronic General Meetings, the time, date and electronic platform for the meeting, which electronic platform may vary from time to time and from meeting to meeting as the directors, in their sole discretion, decide;and the general nature of the business to be dealt with.

#### **QUORUM FOR GENERAL MEETINGS**

56. No business can be dealt with at any general meeting unless a quorum is present, but the absence of a quorum does not preclude the choice or appointment of a chairman, which will not be treated as part of the business of the meeting. Save as otherwise provided by these

Articles, 25 qualifying persons present and / or represented by proxy at a meeting and entitled to vote on the business to be dealt with are a quorum.

57. At any adjourned general meeting, the quorum will be 10 qualifying persons present and / or represented by proxy at a meeting and entitled to vote on the business to be dealt with.

#### **VOTES OF MEMBERS**

58. On a show of hands and on a poll every member who (being an individual) is present in person has one vote.
59. On a show of hands and on a poll every member who (being a company) is present by duly authorised representative, not being himself a member entitled to vote, has one vote.
60. On a poll a person acting as proxy for more than one member has a vote for each member that he represents.
61. Article 30 of the Model Articles notwithstanding, all resolutions put to the members at Electronic General Meetings must be voted on by a poll, which poll votes may be cast by such electronic means and applications as the directors in their sole discretion deem appropriate for the purposes of the meeting.

#### **PROXIES**

62. Article 31(1)(d) of the Model Articles is deleted and replaced with the words “is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate.”
63. Article 31(1) of the Model Articles is amended by the insertion of the words “And a proxy notice which is not delivered in such manner will be invalid unless the directors, in their discretion, accept the notice at any time before the meeting.” as a new paragraph at the end of that Article.

#### **MEANS OF COMMUNICATION**

64. The Company may also, subject to the 2006 Act, send or supply any document or information to any member:
- (i) in electronic form to such address (or to one of such addresses if more than one) as may for the time being be notified by the member to the Company for that purpose; or
  - (ii) by making such document or other information available on a website, and the members agree in accordance with the 2006 Act to documents or other information being sent to them in this way.
65. The Company may also, subject to the 2006 Act, make available any document before or at any general meeting, by making such document or other information available on a website.
66. Any notice or other document served or delivered in accordance with the Articles shall be deemed duly served or delivered notwithstanding that the member is then dead or bankrupt or otherwise under any legal disability or incapacity and whether or not the Company had notice of it.

67. Any notice, document or other information is deemed served on, received by or delivered to the intended recipient:
- (i) if sent or supplied by first class post, at the expiration of 24 hours after the time of posting and, in proving such service or delivery, it is sufficient to show that the document or other information was properly addressed, prepaid and posted;
  - (ii) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - (iii) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
  - (iv) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article, no account will be taken of any part of a day that is not a working day (as defined in section 1173 of the 2006 Act).

68. In proving that any notice, document or other information was properly addressed, it is sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the 2006 Act.

#### **INDEMNITY**

69. The words “may be indemnified” in the first sentence of Article 38(1) of the Model Articles shall be replaced by the words “shall be indemnified”.

#### **SURPLUS**

70. The profits of the Company for any financial year shall, if and so far as they are distributed amongst its members, be divided amongst the members of the Company on the last day of the financial year or any previous financial year in proportion to the amounts paid or payable during such year or previous year by them respectively to the Company in respect of ordinary charges as defined in the Member’s Agreement made between the Company and each of its members.

#### **WINDING UP**

71. Upon the winding up or dissolution of the Company any surplus remaining after the satisfaction of all its debts and liabilities will be divided between members of the Company in proportion to the amounts paid or payable by them respectively to the Company in respect of ordinary charges as defined in the Member’s Agreement made between the Company and each of its members in respect of the period of five complete years immediately preceding such winding up or dissolution.

MODEL ARTICLES FOR PRIVATE COMPANIES LIMITED BY  
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39. Insurance

**PART 1  
INTERPRETATION AND LIMITATION OF LIABILITY**

**Defined terms**

1. In the articles, unless the context requires otherwise—

- “articles” means the company’s articles of association;
- “bankruptcy” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- “chairman” has the meaning given in article 12;
- “chairman of the meeting” has the meaning given in article 25;
- “Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;
- “director” means a director of the company, and includes any person occupying the position of director, by whatever name called;
- “document” includes, unless otherwise specified, any document sent or supplied in electronic form;
- “electronic form” has the meaning given in section 1168 of the Companies Act 2006;
- “member” has the meaning given in section 112 of the Companies Act 2006;
- “ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;
- “participate”, in relation to a directors’ meeting, has the meaning given in article 10;
- “proxy notice” has the meaning given in article 31;
- “special resolution” has the meaning given in section 283 of the Companies Act 2006;
- “subsidiary” has the meaning given in section 1159 of the Companies Act 2006; and
- “writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

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.

**Liability of members**

2. 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 winding up, and
- (c) adjustment of the rights of the contributories among themselves.

## **PART 2 DIRECTORS**

### **DIRECTORS' POWERS AND RESPONSIBILITIES**

#### **Directors' general authority**

3. —Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

#### **Members' reserve power**

4. —

- (1) The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- (2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

#### **Directors may delegate**

5. —

(1) Subject to the articles, the directors may delegate any of the powers which are conferred on 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.

(2) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

(3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

#### **Committees**

6. —

(1) Committees 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.

(2) 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 DIRECTORS**

#### **Directors to take decisions collectively**

7. —

(1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.

(2) If—

- (a) the company only has one director, and
- (b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

#### **Unanimous decisions**



**8. —**

- (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.
- (2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- (3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
- (4) 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.

**Calling a directors' meeting**

**9. —**

- (1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- (2) Notice of any directors' meeting must indicate—
  - (a) its proposed date and time;
  - (b) where it is to take place; and
  - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- (3) Notice of a directors' meeting must be given to each director, but need not be in writing.
- (4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

**Participation in directors' meetings**

**10. —**

- (1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—
  - (a) the meeting has been called and takes place in accordance with the articles, and
  - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- (2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- (3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

**Quorum for directors' meetings**

**11. —**

- (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.
- (3) If the total number of directors 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.

**Chairing of directors' meetings**

**12. 12. —**

- (1) The directors may appoint a director to chair their meetings.
- (2) The person so appointed for the time being is known as the chairman.
- (3) The directors may terminate the chairman's appointment at any time.
- (4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

### **Casting vote**

#### **13. —**

- (1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- (2) But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

### **Conflicts of interest**

#### **14. —**

- (1) 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.
- (2) But if paragraph (3) applies, 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.
- (3) This paragraph applies when—
  - (a) the company by ordinary resolution disapplies 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.
- (4) For the purposes of this article, 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.
- (5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- (6) Subject to paragraph (7), if a question arises at a meeting of directors 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 chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- (7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman 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**

15. The directors must 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**

16. 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 directors.

## **APPOINTMENT OF DIRECTORS**

### **Methods of appointing directors**

#### **17. —**

- (1) Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—
  - (a) by ordinary resolution, or
  - (b) by a decision of the directors.

(2) 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.

(3) For the purposes of paragraph (2), where 2 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**

18. 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 Companies Act 2006 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 months;
- (e) [paragraph omitted pursuant to The Mental Health (Discrimination) Act 2013]
- (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

#### **Directors' remuneration**

19. —

- (1) Directors may undertake any services for the company that the directors decide.
- (2) Directors are entitled to such remuneration as the directors determine—
  - (a) for their services to the company as directors, and
  - (b) for any other service which they undertake for the company.
- (3) Subject to the articles, a director's remuneration may—
  - (a) take any form, and
  - (b) 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.
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

#### **Directors' expenses**

20. The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—

- (a) meetings of directors or committees of directors,
  - (b) general meetings, or
  - (c) separate meetings of the holders of debentures of the company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

## **PART 3 MEMBERS**

### **BECOMING AND CEASING TO BE A MEMBER**

#### **Applications for membership**

21. 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**

**22. —**

- (1) A member may withdraw from membership of the company by giving 7 days' notice to the company in writing.
- (2) Membership is not transferable.
- (3) A person's membership terminates when that person dies or ceases to exist.

## ORGANISATION OF GENERAL MEETINGS

### **Attendance and speaking at general meetings**

**23. —**

- (1) 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.
- (2) 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.
- (3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- (4) 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.
- (5) 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**

**24.** 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.

### **Chairing general meetings**

**25. —**

- (1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- (2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—
  - (a) the directors present, or
  - (b) (if no directors are present), the meeting,must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- (3) The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

### **Attendance and speaking by directors and non-members**

**26. —**

- (1) Directors may attend and speak at general meetings, whether or not they are members.
- (2) The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

### **Adjournment**

**27. —**

- (1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—
  - (a) the meeting consents to an adjournment, or

- (b) it appears to the chairman 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.
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chairman 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, and
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (5) 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 (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
  - (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.
- (6) 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 AT GENERAL MEETINGS

### Voting: general

**28.** A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

### Errors and disputes

**29.** —

- (1) 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.
- (2) Any such objection must be referred to the chairman of the meeting whose decision is final.

### Poll votes

**30.** —

- (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.
- (2) A poll may be demanded by—
  - (a) the chairman of the meeting;
  - (b) the directors;
  - (c) two or more persons having the right to vote on the resolution; or
  - (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- (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.
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

### Content of proxy notices

**31.** —

- (1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which—
  - (a) states the name and address of the member appointing the proxy;
  - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

- (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as—
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - (b) 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**

#### **32. —**

- (1) 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.
- (2) 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.
- (3) 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.
- (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

### **Amendments to resolutions**

#### **33. —**

- (1) 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 chairman of the meeting may determine), and
  - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
- (a) the chairman 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.
- (3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

## **PART 4 ADMINISTRATIVE ARRANGEMENTS**

### **Means of communication to be used**

#### **34. —**

- (1) 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 Companies Act 2006 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.
- (2) 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.
- (3) 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 48 hours.

## **Company seals**

**35. —**

- (1) Any common seal may only be used by the authority of the directors.
- (2) The directors may decide by what means and in what form any common seal is to be used.
- (3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- (4) For the purposes of this article, an authorised person is—
  - (a) any director of the company;
  - (b) the company secretary (if any); or
  - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

## **No right to inspect accounts and other records**

**36.** Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a member.

## **Provision for employees on cessation of business**

**37.** 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**

**38. —**

- (1) Subject to paragraph (2), 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 Companies Act 2006),
  - (c) any other liability incurred by that director as an officer of the company or an associated company.
- (2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- (3) 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 director" means any director or former director of the company or an associated company.

### **Insurance**

**39. —**

- (1) 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.
- (2) In this article—
  - (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.