

THE COMPANIES ACTS 1985 TO 2006

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COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

---

ARTICLES OF ASSOCIATION

of

OPEN PRESERVATION FOUNDATION

---

Incorporated on

2010

Farrer & Co LLP  
66 Lincoln's Inn Fields  
London WC2A 3LH

## Contents

<b>Article</b>	<b>Contents</b>	<b>Page</b>
1	Name	3
2	Registered Office	3
3	Objects	3
4	Powers	3
5	Directors	6
6	Proceedings of Directors	7
7	Powers of Directors	8
8	Benefits to Members and Directors	8
9	Membership	9
10	General Meetings	10
11	Appointment of Proxies	11
12	Voting at General Meetings	12
13	Written Resolutions	12
14	Communication with Members	13
15	Guarantee	16
16	Indemnity	16
17	Dissolution	16
18	Interpretation	16

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**1. NAME**

- 1.1 The name of the **Company** is OPEN PRESERVATION FOUNDATION.
- 1.2 The name of the Company may be changed by a resolution of the **Directors**.

**2. REGISTERED OFFICE**

The registered office of the Company is to be in England and Wales.

**3. OBJECTS**

The objects of the Company are to advance digital preservation. The Company shall operate as a non-for-profit organisation.

**4. POWERS**

The Company has the following powers, which may be exercised only in promoting the **Objects**:

- 4.1 to develop and disseminate products, tools and services;
- 4.2 to provide training and education;
- 4.3 to promote or carry out research;
- 4.4 to provide advice;
- 4.5 to organise (or to make grants or loans towards the costs of others organising) meetings,

lectures, conferences broadcasts or courses of instruction;

- 4.6 to publish or distribute information;
- 4.7 to co-operate or collaborate with other bodies and engage in joint ventures;
- 4.8 to enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- 4.9 to support, administer or set up other companies and undertake and execute charitable trusts;
- 4.10 to raise funds;
- 4.11 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 4.12 to borrow money and give security for loans;
- 4.13 to settle debts in kind in lieu of money;
- 4.14 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 4.15 to let or dispose of or turn to account property of any kind;
- 4.16 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 4.17 to pay any rent and other outgoings and expenses in relation to property and to execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;
- 4.18 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Company;
- 4.19 to make grants or loans of money and to give guarantees;
- 4.20 to set aside funds for special purposes or as reserves against future expenditure;
- 4.21 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.22 to deposit or invest funds in any manner (but to invest only after obtaining advice from a **Financial Expert**, unless the **Directors** reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);
- 4.23 to delegate the management of investments to a Financial Expert, but only on terms that:
  - (a) require the Financial Expert to comply with any investment policy (and any revision

of that policy) set down **In Writing** for the Financial Expert by the Directors;

- (b) require the Financial Expert to report every transaction to the Directors;
- (c) require the Financial Expert to review the performance of the investments with the Directors regularly;
- (d) entitle the Directors to cancel the delegation arrangement at any time;
- (e) require the investment policy and the delegation arrangement to be reviewed with the Directors at least once a **Year**;
- (f) require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Directors on receipt;
- (g) prohibit the Financial Expert from doing anything outside the powers of the Directors;

4.24 to arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body controlled by the Directors or by a Financial Expert acting under the instructions of the Directors) and to pay any reasonable fee required;

4.25 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;

4.26 to insure the Directors against the costs of a successful defence to a criminal prosecution brought against them as **Company Directors** or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

4.27 subject to Article 8, to employ officers, employees and workers and to engage consultants, advisers, agents and volunteers;

4.28 to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Company or any of them or otherwise to make provision for such officers employees and workers, their widows and children;

4.29 to enter into contracts to provide services to or on behalf of other bodies;

4.30 to arrange for the amalgamation or merger of the Company with any organisation the purposes of which in the opinion of the Directors are similar to the purposes of the Company either alone or as amalgamated;

4.31 to establish or acquire subsidiary companies;

4.32 to pay the reasonable and proper costs of forming and administering the Company; and

4.33 to do anything else within the law which promotes or helps to promote the Objects.

## 5. THE DIRECTORS

- 5.1 The Directors have control of the Company and its property and funds.
- 5.2 The number of Directors shall be not less than three and not more than ten. At least one Director must be a natural person.
- 5.3 Any person who is willing to act as a Director of the Company and is permitted to be so appointed by the law and the **Articles** may be appointed to be a Director by **Ordinary Resolution**.
- 5.4 For six years after the date of incorporation the British Library may appoint a Director, who shall not be subject to Article 5.5. Any such appointment shall be in writing and shall be accompanied by consent in writing from the person appointed and addressed to the Company. The British Library shall be entitled at any time to remove their appointed Director and appoint a substitute by written notice lodged at the registered office of the Company.
- 5.5 One third (or the number nearest one third) of the Directors (excluding any Director due to retire pursuant to Article 5.8) must retire at each **AGM** (except for at the first AGM at which no Directors will be required to retire), those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 5.6 Any retiring Director who remains qualified may be re-appointed at the same AGM, provided that no Director may be re-appointed under this Article for more than two consecutive terms of office.
- 5.7 A Director's term of office automatically terminates if he or she:
- (a) is incapable, whether mentally or physically, of managing his or her own affairs;
  - (b) is absent from three consecutive meetings of the Directors without consent;
  - (c) resigns by **Written** notice to the Directors (but only if at least two Directors will remain in office); or
  - (d) is removed by Ordinary Resolution at a general meeting after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views.
- 5.8 The Directors may at any time co-opt any individual duly qualified to be appointed as a Director to fill a vacancy in their number or as an additional Director, but a co-opted Director holds office only until the next AGM. Any period of office served as a co-opted Director shall not be regarded as a term of office for the purpose of Article 5.6.
- 5.9 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

## 6. PROCEEDINGS OF DIRECTORS

- 6.1 The Directors must hold at least two meetings each Year.
- 6.2 A quorum at a meeting of the Directors is at least three (or fifty per cent of the Directors if greater).
- 6.3 Any Director may call a meeting of the Directors by giving reasonable notice of the meeting to the Directors or by authorising the **Secretary** (if there is one) to give such notice.
- 6.4 A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants.
- 6.5 The **Chairman** or (if the Chairman is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.
- 6.6 Every issue may be determined by a simple majority of the votes cast at a meeting but a Written resolution circulated to all the Directors who would have been eligible to vote on the matter at a meeting of the Directors and approved by a simple majority of them is as valid as a resolution passed at a meeting and for this purpose: -
- (a) the number of Directors who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Directors; and
  - (b) the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 6.7 Except for the chairman of the meeting, who in the case of an equality of votes has a second or casting vote, every Director has one vote on each issue.
- 6.8 Whenever a Director has a **Personal Interest** in a matter to be discussed at a meeting of the Directors or a committee the Director concerned must:
- (a) declare an interest before discussion begins on the matter;
  - (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
  - (c) not be counted in the quorum for that part of the meeting;
  - (d) withdraw during the vote and have no vote on the matter.
- 6.9 If a conflict of interest arises for a Director and the conflict is not authorised by Article 6.10, the unconflicted Directors may authorise such a conflict of interests provided that:
- (a) the procedure in Article 6.8 is followed; and
  - (b) the unconflicted Directors consider it is in the best interests of the Company to authorise the conflict of interest in the circumstances.

- 6.10 Conflicts of interest which arise in relation to benefits allowed under Article 8 are authorised automatically and need not be separately authorised pursuant to Article 6.9.
- 6.11 Conflicts of interest which arise in relation to setting benefits or subscription rates for Members of the Company are authorised automatically and need not be separately authorised pursuant to Article 6.9.
- 6.12 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

## **7. POWERS OF DIRECTORS**

7.1 The Directors shall manage the business of the Company and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the **Companies Acts**, the Articles or any **Special Resolution**.

7.2 Without prejudice to Article 7.1, the Directors may:

- (a) appoint (and remove) any individual (who may be a Director) to act as Secretary to the Company;
- (b) appoint a Chairman, Treasurer and other honorary officers from among their number;
- (c) delegate to an Executive Director any of their functions in relation to (i) legal matters; and (ii) financial matters. Any such delegation shall be subject (i) to the Executive Director reporting back to the Directors on his discharge of the delegated functions; and (ii) any other conditions the Directors may wish to impose.
- (d) make regulations consistent with the Articles and the Companies Acts to govern:
  - (i) proceedings at general meetings;
  - (ii) proceedings at meetings of Directors and meetings of committees; and
  - (iii) the administration of the Company and the use of its seal (if any);
- (e) establish procedures to assist the resolution of disputes within the Company;
- (f) exercise any powers of the Company which are not reserved to a general meeting.

7.3 If the Directors shall at any time be or be reduced in number to less than the number prescribed by Article 5.2 it shall be lawful for them to act as Directors for the purposes of admitting persons as Directors filling up vacancies in their body or summoning a general



meeting but not for any other purpose.

## **8. BENEFITS TO MEMBERS AND DIRECTORS**

8.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the Members of the Company but:

- (a) Members who are not Directors may be employed by the Company;
- (b) Members (and Directors) may be paid interest at a reasonable rate on money lent to the Company;
- (c) Members (and Directors) may be paid a reasonable rent or hiring fee for property let or hired to the Company;
- (d) Members (and Directors) who are beneficiaries of the Company may receive benefits in that capacity; and
- (e) Members may purchase services and goods from the Company at such rate as prescribed by the Directors from time to time.

8.2 A Director must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Company except:

- (a) as mentioned in Articles 4.26, 8.1(b), 8.1(c), 8.1(d), 8.3 or 16;
- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company; or
- (c) payment to any company in which a Director has no more than a 1% shareholding.

8.3 Any Director (or any Person Connected to a Director whose remuneration might result in a Director obtaining a Material Benefit) may enter into a contract with the Company to supply goods or services in return for a payment or other Material Benefit but only if:

- (a) the goods or services are actually required by the Company;
- (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.8;
- (c) in any financial year, no more than one half of the Directors are subject to such a contract (or have a person connected to them who is subject to such a contract).

## **9. MEMBERSHIP**

9.1 The Company must maintain a register of Members in accordance with the Companies Acts.

9.2 Membership of the Company is open to any individual or organisation interested in

promoting the Objects who:

- (a) applies to the Company in the form required by the Directors; and
- (b) is approved by the Directors.

9.3 The Directors may establish different classes of Membership and prescribe their respective privileges and duties and set the amounts of any subscriptions.

9.4 Membership is terminated if the Member concerned:

- (a) gives three months' Written notice of resignation to the Company (but any subscription fee that becomes payable in the three months' period is payable to the Company);
- (b) dies or (in the case of an organisation) ceases to exist;
- (c) is more than three **Months** in arrears in paying the relevant subscription (if any) (but in such a case the Member may be reinstated on payment of the amount due); or
- (d) is removed from Membership by resolution of the Directors on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Company (but only after notifying the Member In Writing and considering the matter in the light of any Written representations which the Member concerned puts forward within 14 **Clear Days** after receiving notice).

9.5 Membership of the Company is not transferable.

9.6 Except as set out in Article 9.7 Membership fees shall be non-refundable.

9.7 On dissolution or winding up of the Company only Membership Fees paid to cover Membership beyond the Year in which the Company is dissolved, or wound up, shall be refundable on any terms and conditions determined by the Directors.

## 10. GENERAL MEETINGS

10.1 Members are entitled to attend general meetings personally or by proxy or (in the case of an organisation) by an **Authorised Representative**. General meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed.

10.2 There is a quorum at a general meeting if the number of Members or Authorised Representatives present in person or by proxy is at least five (or twenty per cent of the Members if greater).

10.3 The Chairman or (if the Chairman is unable or unwilling to do so) a Member elected by those present presides at a general meeting.

10.4 The Company must hold an AGM in every Year which all Members are entitled to attend. The first AGM must be held within 10 months after the end of the Company's first financial

year.

10.5 At an AGM the Members:

- (a) receive the accounts of the Company for the previous financial year;
- (b) receive the Directors' report on the Company's activities since the previous AGM;
- (c) accept the retirement of those Directors who wish to retire or who are retiring by rotation;
- (d) elect persons to be Directors to fill the vacancies arising;
- (e) appoint auditors for the Company;
- (f) may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Company; and
- (g) may determine any issues of policy or deal with any other business put before them.

10.6 Any general meeting which is not an AGM is an **EGM**.

10.7 An EGM may be called at any time by the Directors.

10.8 An EGM may be called on a Written request to the Directors from Members representing at least 10% of the total voting rights of Members or, if more than twelve months have passed since the Company last held a general meeting, from Members representing at least 5% of the total voting rights of Members.

10.9 On receipt of a Written request made pursuant to Article 10.8, the Directors must call an EGM within 21 days and the EGM must be held not more than 28 days after the date of the notice calling the EGM.

## **11. APPOINTMENT OF PROXIES**

11.1 Proxies may only be validly appointed by a notice In Writing 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 the Member appointing the proxy or is authenticated in such manner as the Directors may determine;
- (d) is delivered to the Company in accordance with Article 14.8;
- (e) is received by the Company at least 24 hours before the meeting to which it relates.

11.2 The Company may require proxy notices to be delivered in a particular form and may

specify different forms for different purposes.

- 11.3 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.
- 11.4 Unless a proxy notice indicates otherwise, it should be treated as:
- (a) allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
  - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.
- 11.5 An appointment under a proxy notice may be revoked by delivering to the Company, in accordance with Article 14.8, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Company receives it before the start of the meeting to which it relates.

## **12. VOTING AT GENERAL MEETINGS**

- 12.1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.
- 12.2 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast.
- 12.3 Subject to Article 12.4, every Member present in person or by proxy or through an Authorised Representative) has one vote on each issue.
- 12.4 A person who has been appointed as proxy for more than one Member has only one vote on a show of hands.
- 12.5 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.
- 12.6 A poll may be demanded by:
- (a) the chairman of the meeting;
  - (b) any Director;
  - (c) two or more persons having the right to vote on the resolution; or
  - (d) a person representing at least 10% of the total voting rights of all the Members present at the meeting and having the right to vote on the resolution.

12.7 A demand for a poll may be withdrawn if the poll has not yet been taken and the chairman of the meeting consents to the withdrawal.

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

### **13. WRITTEN RESOLUTIONS**

13.1 Subject to Article 13.7, any resolution that may be passed validly at a general meeting of the Company may be passed as a written resolution.

13.2 A written resolution may be proposed by the Directors or by those representing not less than 5% of the total voting rights of all Members (on written request to the Directors).

13.3 The Directors must circulate any proposed written resolution to all Members, together with:

(a) any accompanying statement;

(b) guidance on how to signify agreement to the resolution; and

(c) the date by which the resolution must be passed if it is not to lapse.

13.4 A Member signifies agreement to a proposed written resolution when the Company receives from him an **Authenticated Document** (whether in hard copy or electronic form) identifying the resolution to which it relates and his agreement to it.

13.5 Subject to Article 13.6, a written resolution is passed when:

(a) in the case of an Ordinary Resolution, Members representing a simple majority of the total voting rights of Members have signified their agreement to it;

(b) in the case of a Special Resolution, Members representing 75% of the total voting rights of Members have signified their agreement to it.

13.6 A proposed written resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated.

13.7 The following may not be passed as a written resolution:

(a) a resolution to remove a Director before his period of office expires; and

- (b) a resolution to remove an auditor before his period of office expires.

## **14. COMMUNICATION WITH MEMBERS**

14.1 The Company may validly send or supply any document (including any notice) or information to a Member:

- (a) by delivering it by hand to the address recorded for the Member in the register of Members;
- (b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members;
- (c) by fax to a fax number notified by the Member In Writing;
- (d) by electronic mail to an email address notified by the Member In Writing; or
- (e) by means of a website the address of which has been notified to the Member In Writing;

in accordance with this Article 14.

14.2 The Company may only send a document or information to a Member by electronic mail:

- (a) where the Member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form; and
- (b) to the address specified for that purpose by the Member.

14.3 The Company may send a document or information to a Member via a website if the Member concerned has not responded within 28 days of the Company sending him a request asking him to agree to the Company communicating with him in that manner, provided that:

- (a) the request stated clearly what the effect of failure to respond would be;
- (b) when the request is sent to the Member, at least 12 months have passed since the Company last requested the Member to agree to receive the same or a similar type of document or information via a website;

- (c) the document or information concerned is made available in a form which enables the recipient to read it and retain a copy of it; and
- (d) the Company complies with the requirements of Articles 14.4 and 14.5

14.4 When sending information or a document via a website, the Company must notify each intended recipient of:

- (a) the presence of the document or information on the website;
- (b) the address of the website;
- (c) the place on the website where it may be accessed; and
- (d) how to access the document or information.

14.5 Where information or a document is sent to Members via a website in accordance with this Article, the document or information must remain on the website:

- (a) in the case of notice of a general meeting, until after the general meeting has ended; and
- (b) in all other cases, for 28 days beginning with the date on which the Company sent notification pursuant to Article 14.4.

14.6 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- (a) 24 hours after being sent by electronic mail or fax or delivered by hand to the relevant address;
- (b) two Clear Days after being sent by first class post to the relevant address;
- (c) three Clear Days after being sent by second class or overseas post to the relevant address;
- (d) on the date on which the notice was posted on a website (or, if later, the date on which the Member was notified of the posting on the website in accordance with Article 14.4);
- (e) on being handed to the Member (or, in the case of a Member organisation, its Authorised Representative) personally; or if earlier
- (f) as soon as the Member acknowledges actual receipt.

14.7 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

14.8 Members may validly send any notice or document to the Company:

- (a) by post to
  - (i) the Company's registered office; or
  - (ii) any other address specified by the Company for such purposes;
- (b) to any fax number or email address provided by the Company for such purposes.

## 15. GUARANTEE

15.1 The liability of Members is limited.

15.2 Every Member promises, if the Company is dissolved while he remains a Member or within 12 months afterwards, to pay up to one pound towards the costs of dissolution and the liabilities incurred by the Company while he was a Member.

## 16. INDEMNITY

The Company shall indemnify every Director in respect of any **Relevant Liabilities Properly Incurred** in running the Company to the extent permitted by the Companies Acts.

## 17. WINDING UP

The Company may at any time before, and in expectation of, its dissolution resolve that any assets remaining after provision has been made for all its liabilities be applied in one or more of the following ways:

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (b) by transfer to one or more bodies established for purposes within, the same as or similar to the Objects that prohibits the distribution of property to its members in a similar manner to the Company or a more restrictive manner; or
- (c) directly for the Objects or purposes within or similar to the Objects;

## 18. INTERPRETATION

18.1 In the Articles:



<b>AGM</b>	means an annual general meeting of the Company;
<b>Articles</b>	means these articles of association;
<b>Authenticated Document</b>	means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Company (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement);
<b>Authorised Representative</b>	means an individual who is authorised by a Member organisation to act on its behalf at meetings of the Company and whose name is notified to the Company in accordance with the Articles;
<b>Chairman</b>	means the chairman of the Directors;
<b>Charities Acts</b>	means the Charities Acts 1992 to 2006;
<b>Company</b>	means the company governed by the Articles;
<b>Clear Days</b>	means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect;
<b>Companies Acts</b>	means the Companies Acts 1985 to 2006;
<b>EGM</b>	means an extraordinary general meeting of the Company;
<b>Executive Director/s</b>	<b>means a director who is an employee of the Company.</b>
<b>Financial Expert</b>	means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000;
<b>Material Benefit</b>	means a benefit which may or may not be financial but which has a monetary value;
<b>Member and Membership Membership Fees</b>	refer to membership of the Company; <b>fees paid by individual and/or companies to become a Member.</b>

<b>Memorandum</b>	means the Memorandum of Association of the Company;
<b>Month</b>	means calendar month;
<b>Non-Executive Directors</b>	persons who are <i>not</i> full or part-time employees of the Company
<b>Objects</b>	means the objects of the Company set out in Article 3;
<b>Ordinary Resolution</b>	means a resolution passed by a simple majority;
<b>Person Connected To A Director</b>	means (a) a child, parent, grandchild, grandparent, brother or sister of a Director; (b) the spouse or civil partner of a Director or anyone falling within paragraph (a); (c) a person carrying on business in partnership with a Director or with any person falling within paragraph (a) or (b); (d) an institution which is controlled by a Director or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together); (e) a body corporate in which a Director or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest);
<b>Personal Interest</b>	means an interest which conflicts with the interests of the Company but does not include (a) an interest arising by virtue of the Director's relationship with any Member of the Company; or (b) an interest in purchasing Director indemnity insurance;
<b>Properly Incurred</b>	means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Company;
<b>Relevant Liability</b>	means a liability incurred by a Director (acting in that capacity) towards a third party, other than liability <ul style="list-style-type: none"> <li>(a) to pay a criminal fine;</li> <li>(b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising);</li> <li>(c) for defending criminal proceedings in</li> </ul>

- which he is convicted;
- (d) for defending civil proceedings in which judgment is given against him;
- (e) in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief;

and for the avoidance of doubt, does not include any liability of the Director towards the Company;

**Secretary**

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

**Special Resolution**

means a resolution passed by a majority of not less than 75%;

**Director**

means the Executive Directors and a Non-Executive Director of the Company and **Directors** means all of the directors;

**Written or In Writing**

refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail;

**Year**

means calendar year.

- 18.2 Except where the context requires otherwise, expressions defined in the Companies Acts have the same meaning in the Articles.
- 18.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 18.4 References to one gender shall include any other gender.
- 18.6 The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Company.