

**THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION OF  
ASSOCIATION FOR SOLUTION FOCUS IN  
ORGANISATIONS LIMITED**

**Company Number 09960483**

**Incorporated on 20<sup>th</sup> January 2016**

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## **THE COMPANIES ACT 2006**

### **PRIVATE COMPANY LIMITED BY GUARANTEE**

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## **ARTICLES OF ASSOCIATION OF ASSOCIATION FOR SOLUTION FOCUS IN ORGANISATIONS LIMITED**

### **COMPANY NAME**

1. The Company's name is "ASSOCIATION FOR SOLUTION FOCUS IN ORGANISATIONS LIMITED" ('the Company').

### **OBJECTS AND POWERS**

2. The objects of the Company are:-

(a) to promote, build and develop applications of the Solution Focused (SF) approach in organisations;

(b) to promote research into SF practice and theory in organisations and elsewhere;

(c) to support SF organisations and practitioners in organisations striving to develop and improve the quality of their work;

(d) to give confidence to clients of ASFIO Members that the work will be done in the best tradition of SF practice;

(e) to publish journal(s), web publications, books, videos, etc. on the SF approach in organisations;

(f) to certify organisational practitioners and develop training specifications and guidelines;

(g) to support local chapters of SF organisational practitioners;

(h) to organise and support conferences and webinars on the SF approach in organisations; and

(i) to do anything which may be incidental or conducive to these objects.

3. In order to achieve any of the objects listed above the Company may:

(a) raise funds by any means, including raising subscriptions from members, obtaining donations and grants from any persons or organisations and the holding of money-raising events of any kind;

(b) open and operate one or more bank accounts;

(c) borrow money on such terms and giving such security (if any) as the Board thinks fit; and for these purposes the Company may execute any type of mortgage, charge, debenture or security over the Company's property;

(d) lend money and give credit to any person, company or organisation on such terms and on such security (if any) as the Board thinks fit;

(e) invest any of the Company's money that is not immediately required in such investments, securities or property as the Board thinks fit (but subject to any conditions or consents that may be imposed by law);

(f) acquire any land or buildings (whether freehold, leasehold or on licence) and any rights over or connected with any property; construct, maintain, improve, develop and alter any such land or buildings; sell, grant leases or licences over, dispose of, mortgage or turn to account any such land or buildings;

(g) subject to the provisions of these Articles, employ full-time and part-time officers and employees and contract for services to be provided by any person, or organisation; and pay wages, salaries and fees for any services rendered to the Company and make reasonable provision for paying pensions, superannuation, sickness, redundancy and other benefits and make reasonable provision for the welfare of officers and employees and their relatives and dependants;

(h) engage solicitors, accountants and other professional advisers to advise and act for the Company and pay the fees and expenses of any such persons; pay the expenses of forming and registering the Company;

(i) join or co-operate with any other organisation having objects similar to or compatible with those of the Company, and support any such organisation (including by making grants or loans), provided that organisation is not formed or established for the purposes of profit and provided its constitution prohibits the distribution of its income and property to at least as great an extent as is imposed on the Company by these Articles;

(j) do all such other things which are lawful and necessary or expedient for the promotion of the Company's objects.

## **NO DISTRIBUTION OF ASSETS**

4. The Company's income and property may be used only for the promotion of its objects and no part of the income or property may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any member or members of the Company.

Nothing in this clause shall prevent:

(a) the payment in good faith of reasonable and proper remuneration to any Member of the Board, member, officer or employee of the Company for any services rendered to the Company, or the reimbursement of reasonable and proper out-of-pocket expenses incurred by any such person;

(b) the payment in good faith of interest at a reasonable and proper rate on any money lent to the Company by any member, officer or employee, or by any person, company or organisation with which any member, officer or employee is connected;

(c) the payment in good faith of reasonable and proper rent for premises demised or let to the Company by any member, officer or employee, or by any person, company or organisation with which any member, officer or employee is connected;

(d) any reasonable and proper payment made in good faith to another company in which a Member of the Board has an interest, in which case the Member of the Board shall (only by reason of such interest) be bound to account for any share of the profits s/he may receive in respect of such payment.

## **LIMITED LIABILITY**

5. The liability of the members is limited.

## **MEMBERS' GUARANTEE**

6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while s/he is a member or within one year after s/he ceases to be a member, for payment of the Company's debts and liabilities contracted before s/he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories themselves.

## **DISTRIBUTION OF ASSETS ON WINDING UP**

7. If, when the Company is wound up or dissolved, there remains any property whatsoever after all the debts and liabilities have been satisfied, that property may not be paid to or distributed among the members of the Company, but shall be given or transferred to one or more organisations which have objects which are similar to or compatible with the objects of the Company, and which prohibit the distribution of income or property to at least as great an extent as is imposed on the Company by these Articles. The organisation(s) concerned shall be decided by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such decision, then to some charitable object.

## **MEMBERS**

8. (a) The subscribers to the memorandum of association are the first members of the Company.

(b) Membership is open to all persons, companies and organisations which support the objects of the Company and pay such joining fee as may be due, but no person may be admitted as a member of the Company unless approved by the Board.

(c) A person who wishes to become a member must deliver to the Company an application form containing such information as the Board requires.

## **CLASSES OF MEMBERS**

9. (a) The Directors may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members.

(b) The Directors may not directly or indirectly alter the rights or obligations attached to a class of membership.

(c) The rights attached to a class of membership may only be varied if:

(i) three-quarters of the members of that class consent in writing to the variation; or

(ii) a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.

(d) The provisions in the articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members.

## **RESIGNATION AND TERMINATION OF MEMBERSHIP**

10. (a) A member may at any time resign from membership of the Company by giving written notice.
- (b) Membership shall be terminated where the member has, in the opinion of the Board:
- (i) breached the ethical code of the Company;
  - (ii) has behaved in a manner which is damaging to the Company or its reputation; and/or
  - (iii) has been convicted of a crime which might bring the Company or SF practice into disrepute or which brings into question the member's ability to practice ethically or skilfully.
- (c) Membership is not transferable to any other person or organisation.

## **SUBSCRIPTIONS**

11. (a) The Board may make Rules for the payment of joining fees and/or subscriptions by members. The Rules may specify the amount of the fees or subscriptions, the method of payment and collection and all other arrangements. The Rules may be altered from time to time by the general meeting. If there are different classes of members, the Rules may specify that different amounts of fees or subscriptions and different arrangements for their collection apply to different classes.
- (b) Every member must pay to the Company any fees or subscriptions which are payable under the Rules.
- (c) If a member fails to pay a fee or subscription within three months after it became due s/he is then no longer a member of the Company. On payment of all arrears of fees or subscriptions which became due while s/he was a member s/he may (subject to any Rules of the Company) apply to be re-admitted as a member.

## **ANNUAL GENERAL MEETINGS**

12. (a) The Board must call Annual General Meetings in accordance with these articles. The following provisions shall apply to all Annual General Meetings unless the members resolve otherwise.
- (b) Subject to (a) above, the first Annual General Meeting must be held within six months after the date of incorporation of the Company.

(c) Subject to (a) above, in every calendar year after the year of the first Annual General Meeting, the Company must hold an Annual General Meeting and not more than fifteen months may elapse between the date of one Annual General Meeting and the date of the next.

## **BUSINESS OF ANNUAL GENERAL MEETINGS**

13. (a) The usual business of an Annual General Meeting is:
- (i) the consideration of the accounts, balance sheets, reports of the Board and, if the Company has auditors, the auditors;
  - (ii) the election of Members of the Board in place of those, if any, who are retiring;
  - (iii) unless the Company is exempt from any legal requirement to have auditors, the appointment of auditors and the fixing of their remuneration (if any); and
  - (iv) any other business included in the notice calling the meeting.

## **EMERGENCY GENERAL MEETINGS**

14. (a) All general meetings other than Annual General Meetings are called Emergency General Meetings.
- (b) The Board may call Emergency General Meetings whenever it thinks fit.

## **MEMBERS' RIGHT TO REQUISITION MEETINGS**

15. The Board must convene an Emergency General Meeting if one is requisitioned by members in accordance with the provisions of the Act.

## **NOTICE OF GENERAL MEETINGS**

16. (a) Subject to the provisions for meetings being held on short notice in paragraphs (b) and (c) below not less than 30 clear days' notice is required to call an Annual General Meeting or an Emergency General Meeting.
- (b) A General Meeting may be called on short notice (that is notice of less than 30 clear days) if this is agreed in writing by ninety percent of the members who are entitled to attend and vote at the meeting.
17. (a) A notice calling a general meeting must be in writing and must specify the date, time and place of the meeting, the general nature of the business to be

transacted and whether the meeting is an Annual General Meeting or an Emergency General Meeting.

(b) If any special or extraordinary resolution is to be proposed, the exact wording of that resolution must be stated in the notice.

(c) The notice must be given to all the members who are entitled to attend the meeting and to the Board and the auditors (if any).

## **QUORUM AND PARTICIPATION AT GENERAL MEETINGS**

18. (a) No business may be transacted at any general meeting unless a quorum is present. The quorum is five persons who are entitled to attend and vote, such number including at least three such persons who are also Members of the Board.

(b) The persons who are entitled to attend and vote are:

(i) any member who has voting rights;

(ii) any representative of a corporate member; and

(iii) any proxy for a member.

A member, corporate representative or proxy who is not entitled to vote on the business to be transacted does not count as part of the quorum while that business is being transacted.

(c) 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.

(d) A person is able to exercise the right to vote at a general meeting when:

(i) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

(ii) 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.

(e) 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.

(f) 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.



(g) 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.

19. If a quorum is not present within half an hour after the time for the start of the meeting, or if during a meeting a quorum ceases to be present, the meeting must be adjourned to such reasonable time and place as the Board decides.

## **CHAIRING THE MEETING**

20. The Chairperson shall chair any general meeting at which s/he is present. If the Company does not have a Chairperson, or the Chairperson is absent, then the Board shall nominate a Member of the Board to chair the meeting. If no Member of the Board is present within fifteen minutes after the time for the start of the meeting, or if no Member of the Board is willing to act, the members present shall elect one of their number to chair the meeting.

## **ADJOURNMENT**

21. A general meeting may be adjourned by an ordinary resolution. No business may be transacted at an adjourned meeting except business which might properly have been transacted at the original meeting. If a meeting is adjourned for fourteen days or more, at least seven days' notice of the adjourned meeting must be given. Otherwise no notice of an adjourned meeting need be given. Notice of an adjourned meeting must be given in the same manner and contain the same information as the notice of any other general meeting.

## **VOTING**

22. (a) A resolution put to the vote of meeting shall be decided on a show of hands unless a poll is duly demanded.

(b) A poll may be demanded by the chairperson or by any two voting members. A demand by a proxy is as valid as a demand by the member who appointed the proxy. The demand for a poll must be made not later than the declaration of the result of the vote on a show of hands.

(c) If a poll is demanded, it must be taken in accordance with any Rules made by the Company in accordance with these articles or, if there are no Rules which apply, in such manner as the chairperson directs.

23. A poll demanded on the election of a chairperson or on a question of adjournment must be taken straight away. A poll demanded on any other question must be taken either straight away or at such time and place as the chairperson directs, provided this is not more than thirty days after the poll is demanded.

24. No notice need be given of a poll not taken straight away if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven days' notice must be given specifying the time and place at which the poll is to be taken.

### **NO CASTING VOTE AT GENERAL MEETINGS**

25. For the avoidance of doubt, no person shall have a second or casting vote on any resolution at a general meeting.

### **WRITTEN RESOLUTIONS**

26. A resolution in writing passed in accordance with the Act is as valid and effective as if it had been passed at a general meeting.

### **VOTING RIGHTS**

27. Subject to article 9, every member of the Company shall have one vote on any resolution of the members.

28. No objection as to the qualification of any voter may be raised except at the meeting at which that vote is tendered. The chairperson's decision as to any objection is final.

### **PROXIES**

29. (a) Every member who is entitled to attend and vote at a meeting of the Company may, by notice in writing, appoint a proxy to attend on her/his behalf. A proxy need not be a member of the Company.

(b) The notice appointing a proxy must be signed by the member appointing the proxy and may be in any usual or common form. It may be presented to the Company at its registered office or to the chairperson of the meeting at any time up to the start of the general meeting for which the appointment is made. The member appointing the proxy may withdraw the appointment.

### **THE BOARD**

30. The Company may by ordinary resolution set upper and lower limits on the numerical membership of the Board, but in default of such resolution there shall be no maximum number and the minimum number shall be one.

## **APPOINTMENT AND RETIREMENT OF THE BOARD**

### **Appointment by General Meeting**

31. Subject to the paragraphs below, the Company may by ordinary resolution appoint a person who is willing to act to be a Member of the Board (including those who may also be appointed to serve as Named Officers) either to fill a vacancy or as an additional Member of the Board.

32. No person may be appointed or reappointed a Member of the Board at any general meeting unless:

(a) s/he is recommended by the Board; or

(b) not less than fourteen clear days before the date of the meeting a written nomination signed by a voting member and a notice in writing signed by the proposed Member of the Board has been given to the Company.

33. Not less than seven clear days before the date of the meeting notice must be given to all who are entitled to notice of the meeting of every person who is recommended by the Board or nominated in accordance with the above provisions for appointment or reappointment as a Member of the Board at the meeting.

### **Co-option by the Board**

34. (a) The Board may appoint a person who is willing to act to be a Member of the Board, either to fill a vacancy or as an additional Member of the Board, provided that the appointment does not cause the membership of the Board to exceed any number set as its maximum. A Member of the Board so appointed may hold office only until the next Annual General Meeting. If not reappointed at that Annual General Meeting, s/he ceases to be a Member of the Board at the end of the meeting.

(b) The Board may appoint members of ASFIO as members of the Extended Board. Members of the Extended Board shall have special responsibilities (e.g. writing the newsletter, member communication, press relations etc). Members of the Extended Board may be invited to Board meetings but shall have no voting rights at Board meetings and shall not by virtue of their appointment to such position be Members of the Board.

## **RETIREMENT, DISQUALIFICATION AND REMOVAL OF MEMBERS OF THE BOARD**

35. (a) The term of office for a Board member is two years. The membership will elect the Board at the first AGM. At the second AGM, one year after the appointment of the Board, one half of the membership of the Board must stand for re-election, or if their number is not divisible by two, the number nearest to one half. If any Members of the Board became or were appointed as such on the same day those to stand down shall (unless they otherwise agree among

themselves) be determined by lot. Subsequent to this, each Board member must stand for re-election every two years.

(b) A Board member must retire after three continuous terms of two years, but may stand again after a gap of two years.

(c) If a Member of the Board is required to retire at an Annual General Meeting by a provision of the articles the retirement shall take effect upon the conclusion of the meeting.

36. The Company may by ordinary resolution remove any Member of the Board before the expiration of her/his period of office.

37. A person ceases to be a Member of the Board if:

(a) s/he ceases to be a Member of the Board by virtue of any provision of the Companies Act or becomes prohibited by law from being a director of a company; or

(b) s/he becomes bankrupt or makes any arrangement or composition with her/his creditors generally; or

(c) s/he resigns by notice to the Company; or

(d) s/he ceases to be a member of the Company; or

(d) s/he has been absent from meetings of the Board for more than six consecutive months and the Board resolves that s/he ceases to be a Member of the Board.

## **POWERS OF THE BOARD AND LIMITS OF REPRESENTATION**

38. (a) The business of the Company shall be managed by the Board who may exercise all the powers of the Company, subject only to the provisions of the Companies Act, the Articles, to any Rules made in accordance with these articles and to any directions given by special resolution of the general meeting.

(b) No alteration of these Articles and no Rule or direction shall invalidate any prior act of the Board which would have been valid if that alteration or Rule had not been made or that direction had not been given.

(c) The Board's financial authority regarding business with third parties is limited. For each contract worth more than 5000 Euros especially in the case of taking up credits or standing surety the approval of the Annual General Meeting is necessary.

## **DELEGATION OF POWERS**

39. The Board may delegate to any one or more Members of the Board the transaction of any business or the performance of any act required to be transacted or performed and must ensure that all their acts and proceedings are fully and promptly reported to them.

## **APPOINTMENT OF MANAGERS AND AGENTS**

40. (a) The Board may appoint managers and other employees and decide on their powers, duties and terms of service, provided that no Member of the Board may be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.

(b) The Board may appoint any person to be the agent of the Company for any purpose and subject to any conditions imposed by them. The delegation may be in writing or by power of attorney. The delegation may permit the agent to delegate all or any of her/his powers.

(c) The Board may from time to time appoint, and shall have the power to dismiss, a Chief Executive and/or Operations Officer provided that any such appointment or dismissal is approved by ordinary resolution. Such an appointment is to be agreed in an annual or emergency meeting of the Members.

## **CHAPTER HEADS**

41. (a) The Board may from time to time appoint, and shall have the power to dismiss, a Chapter Head for a sub-region within a country, a country, or a region of countries provided that any such appointment or dismissal is approved by ordinary resolution. The Board may authorise funding to such Chapter Heads limited to such amount as may from time to time be agreed by the Company in general meeting.

(b) Chapter Heads organise the networking of ASFIO members in a specific region. They are not legal representatives of ASFIO and cannot enter into contracts on behalf of ASFIO.

(c) Chapter Heads must be members of ASFIO. When a Chapter Head leaves the Company, he or she automatically resigns from the position.

(d) The Chapter Head becomes Chapter Head by signing a Chapter Head contract with ASFIO.

## **BOARD EXPENSES**

42. Unless otherwise decided by ordinary resolution, no Member of the Board may be paid or reimbursed in respect of expenses, howsoever incurred.

## **MEETINGS OF THE BOARD**

43. (a) Subject to the provisions of the articles and any Rules, the Board may regulate its meetings and procedures as it thinks fit.

(b) A meeting of the Board must be held at least once per calendar year.

(c) Any Member of the Board may call a meeting of the Board.

## **Voting**

44. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairperson shall have a second or casting vote.

## **Quorum and Participation**

45. (a) No business may be transacted at a meeting of the Board unless a quorum is present. The quorum is three.

(b) In determining whether Members of the Board are participating in a meeting of the Board, it is irrelevant where any Member of the Board is or how they communicate with each other.

(c) If all the Members of the Board 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.

46. If at any time the number of Members of the Board is less than any number stated as the minimum, the continuing Members of the Board may continue to act, but if the number of Members of the Board is less than the number fixed as the quorum, the continuing Members of the Board (even if there is only one) may act for the purpose of filling vacancies or of calling a general meeting, but for no other purpose.

## **Chairperson**

47. The President of the company, if any, shall by virtue of holding such position also hold the office of Chairperson of the Company. If there is no President, the Board may appoint one of its number to be Chairperson of the Company and may at any time replace her/him with another Member of the Board.

48. The Chairperson presides at every meeting of the Board at which s/he is present. If s/he is not present within five minutes after the time for the start of the meeting, the Members of the Board present may appoint one of their number to chair the meeting.

## **Validity of Acts of the Board**

49. All acts done by a meeting of the Board, or of a sub-committee of the Board, or by a person acting as a Member of the Board shall, notwithstanding that it is later discovered that there was a defect in the appointment of any Member of the Board or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Member of the Board and had been entitled to vote.

## **WRITTEN RESOLUTIONS**

50. A resolution in writing signed by all the Members of the Board entitled to receive notice of a meeting of the Board is as valid and effectual as if it had been passed at a meeting duly convened and held and may consist of several identical documents each signed by one or more Members of the Board.

## **CONFLICTS OF INTEREST**

51. (a) A Member of the Board may not vote at a meeting of the Board or of a sub-committee thereof on any resolution concerning a matter in which s/he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company, and if s/he does vote her/his vote must not be counted.

(b) For the purposes of this article, an interest of a person who is, for any purpose of the Companies Act connected with a Member of the Board shall be treated as an interest of the Member of the Board.

52. A Member of the Board must not be counted in the quorum present at a meeting in relation to a resolution on which s/he is not entitled to vote.

53. If a question arises at a meeting of the Board or of a sub-committee thereof as to the right of a Member of the Board to vote, the chairperson's decision is final.

## **SECRETARY**

54. The Board may appoint a company secretary to hold office for such term, at such remuneration (if any) and upon such conditions as they think fit. Any secretary so appointed may be removed by them.

## **AUDITORS**

55. The Board must ensure that the Company complies with the requirements of the Companies Act and any other statutory provision which applies to the Company with

regard to the appointment of auditors and all provisions relating to the auditors' functions in relation to the Company.

## **MINUTES**

56. The Board must ensure that minutes are made:

- (a) of all appointments of Members of the Board and Officers; and
- (b) of all general meetings and meetings of the Board, including the names of the Members of the Board present.

## **THE COMPANY SEAL**

57. The Board may decide from time to time whether the Company shall have a seal. If the Company has a seal it may be used only with the authority of the Board. The Board must decide who is to sign any document issued under seal. Unless the Board decides otherwise a document issued under seal must be signed by a Member of the Board and by the secretary or by any two Members of the Board.

## **ACCOUNTS**

58. The Company must keep such accounting records as are required by the Companies Act and any other statutory provisions which affect the Company. No member (as such) has any right to inspect any accounting records or other book or document of the Company except as conferred by statute or authorised by the Board or by ordinary resolution of the general meeting.

## **NOTICES**

59. (a) Any notice required to be given to or by the Company or any member or Member of the Board (other than a notice calling a meeting of the Board) shall be in writing or shall be given using electronic communications to an address supplied for that purpose by the person to whom the notice is required to be given.
- (b) The company may give any notice to a member or Member of the Board either personally or by sending it by post to the member or Member of the Board at his registered address, or by leaving it at that address, or by giving it using electronic communications to an address supplied for that purpose by the member.
- (c) A member or Member of the Board present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.



(d) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators or in accordance with any reasonable and standard practice shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of forty-eight hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 24 hours after the time it was sent, unless the Company receives notice of the fact that the electronic communication has not been delivered.

(e) For the purposes of this article, "electronic communication" includes a communication by electronic mail (email), facsimile transmission (fax) or by posting the communication on a website to which the member or Member of the Board has access, if this is so agreed by the member or Member of the Board concerned, or by any other means agreed by the Company and the member or Member of the Board concerned.

## **INDEMNITY**

60. (a) Subject to paragraph (b), a Member of the Board may be indemnified out of the Company's assets against:
- (i) any liability incurred by that Member of the Board in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
  - (ii) any liability incurred by that Member of the Board 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); and
  - (iii) any other liability incurred by that Member of the Board as an officer of the Company.
- (b) 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.

## **INSURANCE**

61. (a) The Board may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Member of the Board in respect of any relevant loss.
- (b) In this article:
- (i) a "relevant Member of the Board" means any Member of the Board or former Member of the Board of the Company; and

(ii) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant Member of the Board in connection with that Member of the Board’s duties or powers in relation to the Company.

## **RULES**

62. (a) The Board may from time to time make Rules for the proper conduct and management of the Company and all other matters which may properly be made the subject of such Rules, provided that any such rule shall be subject to approval by ordinary resolution at the next Annual General Meeting after it is made.

(b) Without prejudice to the generality of the above, the Rules may include Rules for the conduct of members, the use of the Company's assets and facilities, the procedures at general meetings and meetings of the Board, and the admission, suspension, expulsion and general regulation of members.

(c) No Rule shall be inconsistent with these Articles of the Company or any provision of law.

## **INTERPRETATION**

63. In these Articles:

"the Act" and "the Companies Act" mean the Companies Act 2006 including any statutory amendment or re-enactment of it when in force.

"the Articles" means these articles of association of the Company.

“ASFIO” means the Company;

“Board” means the Directors of the Company;

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given (or deemed to be given) and the day for which it is given or on which it is to take effect.

"executed" includes any mode of execution.

“Extended Board” shall have the meaning ascribed to it at article 34;

"office" means the registered office of the Company.

“Member of the Board” means a Director of the Company;

“Named Officers” means the President and Treasurer of the Company, as well as any other Named Officers who may be appointed. All Named Officers are, by virtue of holding such position, Directors of the Company;

“President” means the President of the Company. The President is, by virtue of holding such position, the Chairperson of the Company;

"Rules" means any Rules made by the general meeting in accordance with these articles.

"the seal" means the common seal of the Company.

"secretary" means the company secretary or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.

“Treasurer” means the Treasurer of the Company;

"the United Kingdom" means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Companies Act but excluding any statutory modification thereof not in force when these regulations became binding on the Company.