

# CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number

127330

I hereby certify that

# SCOTMOVE (INTERNATIONAL) LIMITED

is this day incorporated under the Companies Act 1985 as a private company and that the Company is limited.

Signed at Edinburgh

17 SEPTEMBER 1990

Registrar of Companies



**COMPANIES FORM No. 12** 

3 HILL STREET EDINBURGH EH2 3JP

# Statutory Declaration of compliance with requirements on application for registration of a company

12

Please do not write in this margin

Pursuant to section 12(3) of the Companies Act 1985

| this margin   |   |  |   |
|---|---|--|---|
| Please complete<br>legibly, preferably<br>in black type, or<br>bold block lettering | To the Registrar of Companies (Address overleaf) Name of company  | For official use   | For official use 127330   |
|   | * SCOTMOVE (INTERNA   | TTONAL) LIMITED  |   |
| * insert full<br>name of Company  | * 50011012 (211251111   |  |   |
|   | I, Combined Secretarial Ser 16-26 Banner Street of London EC1Y 8QE.   | vices Limited  |   |
| † delete as appropriate   | do solemnly and sincerely declare that I [person named as director or secretary under section 10(2)]† and that all the relationary and of matters preceded And I make this solemn declaration comprovisions of the Statutory Declarations Declared at | of the company in the statement quirements of the above Act in reent and incidental to it have been scientiously believing the same to Act 1835  Declarate  September 90  Act authorised COMBINED SE | delivered to the registrar espect of the registration of the complied with, |
|   |   | For official Use<br>New Companies Section  | Post room  (10 SEP 1990)  |

## Notes

The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies Companies House Crown Way Cardiff CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies Companies House 100-102 George Street Edinburgh EH2 3DJ

#### **COMPANY LIMITED BY SHARES**

127330

#### MEMORANDUM OF ASSOCIATION

of

#### SCOTMOVE (INTERNATIONAL) LIMITED

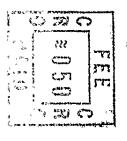
1. The Company's name is Scotmove (International) Limited.



2. The Company's Registered Office is to be situated in Scotland.



- 3. The Company's objects are:
- (A) To carry on business in furniture transportation, haulage and removals contractors and agents, as owners and charterers of ships and aircraft and as freight agents and import and export agents; to provide land, sea and air transport services, a roadside repair and vehicle recovery service and to provide such goods, services, facilities and amenities as may be necessary or convenient in connection with the carriage of passengers, livestock, commodities and general freight; to employ, train and to hire out the services of drivers, mechanics, plant and machine operators, engineers, specialist staff and general labourers and to act as insurance and finance brokers and agents, commission agents, tour operators and travel and accommodation agents. To carry on business as owners, hirers out, maintainers and repairers of coaches and motor cars, vans, lorries, trailers, wagons, containers, fork-lift trucks, cranes and materials handling equipment of every description and vehicles, plant, machinery and equipment generally, as motor and general engineers, panel beaters, body builders, paint sprayers, fitters and welders and as suppliers, installers and repairers of engines, parts, components and instruments, as owners and managers of garages and service stations, car parks, repair yards and engineering works, passenger and freight terminals, depositories and warehouses, of canning, freezing, bottling and packing plant and general stores, factories, shops and offices:



- (B) To carry on any other trade or business which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company, or further any of its objects.
- (C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any heritable or moveable, real or personal property of any kind for such consideration and on such terms as may be considered expedient.
- (D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (E) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
- (F) To mortgage and charge the undertaking and all or any of the heritable and moveable, real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (G) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or any obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person or corporation.
- (I) To make advances to customers and others with or without security, and upon such terms as the Company may approve and generally to act as bankers for any person or corporation.
- (J) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to

advance the interests of the Company or its officers or employees.

- (K) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (L) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (M) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (N) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (O) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold. sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (P) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (Q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (R) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (S) To amalgamate with any other company whose objects are to include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid with or without

winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

- (T) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (U) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- (V) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that in the construction of this clause the word "company" except where used in reference to the Company shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and that the objects specified in the different paragraphs of this clause shall, except where otherwise expressed therein, be in nowise limited by reference to any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

- 4. The liability of the members is limited.
- 5. The Company's share capital is £1,000 divided into 1,000 shares of £1 each.

The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

| We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names. |   |  |  |  |
|---|---|--|--|--|
| NAMES AND<br>ADDRESSES OF<br>SUBSCRIBERS.   | NUMBER OF SHARES<br>TAKEN BY EACH<br>SUBSCRIBER                   |  |  |  |
| Combined Nominees Limited,<br>16-26 Banner Street,<br>London EC1Y 8QE.  | one authorised signatory COMBINED NOMINEES LIMITED                |  |  |  |
| Combined Secretarial Services Limited 16-26 Banner Street, London EC1Y 8QE.   | ONE  authorisati signatory  COMBINED SECRETARIAL SERVICES LIMITED |  |  |  |
| Dated the 7th day of September 1990   | 1   |  |  |  |
| Witness to the above Signatures:  | 100/1   |  |  |  |
| Marjory Jane Johnstone, 3 Hill Street, Edinburgh EH2 3IP.   | In I Studie   |  |  |  |

Manager

#### **COMPANY LIMITED BY SHARES**

#### ARTICLES OF ASSOCIATION

of

#### SCOTMOVE (INTERNATIONAL) LIMITED



#### **PRELIMINARY**

- 1.(a) Subject as hereinafter provided, the regulations contained in Table A of the Companies (Tables A to F) Regulations 1985 (hereinafter referred to as 'Table A'), shall apply to the Company.
- (b) Regulations 24,35,40,73,74,75 and 77 to 81 inclusive of Table A shall not apply to the Company.
- (c) The expressions "relevant securities" and "equity securities", wheresoever appearing herein, shall bear the meanings ascribed to them by the Act.

#### **SHARES**

- 2.(a) Subject to the provisions of Table A and to the following provisions of these Articles, the Directors shall have authority to exercise any power of the Company to offer, allot or otherwise dispose of any shares in the Company, or any relevant securities, to such persons, at such times and generally on such terms and conditions as they think proper provided that (insofar as the Company in General Meeting shall not have varied, renewed or revoked the said authority):
- (i) The Directors shall not be authorised to make any offer or allotment of shares in the Company, or grant any right to subscribe for, or to convert any securities into, shares in the Company if such allotment, or an allotment in pursuance of such offer or right, would or might result in the aggregate of the shares or stock in issue exceeding, in nominal value, the amount of the Authorised Share Capital with which the Company was incorporated, and such limitation shall determine the maximum amount of the relevant securities which at any time remain to be allotted by the Directors hereunder.
- (ii) The period within which the said authority to allot relevant securities may be exercised shall be limited to five years, commencing upon the date of the incorporation of the Company.
- (b) Any offer or agreement in respect of relevant securities, which is made prior to the expiration of such authority and in all other respects within the terms of such authority, shall be authorised to be made, notwithstanding that such offer or agreement would or might require relevant securities to be allotted after the expiration of such authority and, accordingly, the Directors may at any time allot any relevant securities in pursuance of such offer or agreement.

- (c) The authority conferred upon the Directors to allot relevant securities may at any time, by Ordinary Resolution of the Company in General Meeting, be revoked, varied or renewed (whether or not it has been previously renewed hereunder) for a further period not exceeding five years.
- 3. Section 89(1) and Section 90(1) to (6) of the Act shall not apply to any allotment of equity securities by the Company. The shares comprised in the initial allotment by the Company shall be at the disposal of the Directors as they think proper but thereafter, unless otherwise determined by Special Resolution of the Company in General Meeting, any relevant securities shall, before they are allotted on any terms to any person, be first offered on the same or more favourable terms to each person who holds shares in the Company in the proportion which is, as nearly as practicable, equal to the proportion in nominal value held by him of the aggregate of such shares in issue.

Such offer shall be made by notice in writing specifying the number of shares offered and the period, being not less than twenty one days, within which the offer, if not accepted, will be deemed to have been declined. After the expiration of such period, or on receipt of notice of the acceptance or refusal of every offer so made, the Directors may, subject to these Articles, dispose of such securities as have not been taken up in such manner as they think proper. The Directors may, in like manner, dispose of any such securities as aforesaid, which by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in the manner hereinbefore provided.

- 4.(a) No share shall be issued at a discount.
- (b) The Company shall not have power to issue share warrants to bearer.
- (c) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
- 5. Subject to the provisions of Part V of the Act-
- (a) The Company may purchase any of its own shares, provided that the terms of any contract under which the Company will or may become entitled or obliged to purchase its own shares shall be authorised by Special Resolution of the Company in General Meeting before the Company enters into the contract.
- (b) The Company shall be authorised, in respect of the redemption or purchase of any of its own shares, to give such financial assistance, or to make such payments out of capital as may be permissible in accordance with the Act, provided that any such assistance or payment shall first be approved by Special Resolution of the Company in General Meeting.

#### LIEN

6. In regulation 8 of Table A, the words "(not being a fully paid share)" shall be omitted. The Company shall have a first and paramount lien on all shares standing registered in the name of any person (whether he be the sole registered holder thereof or one of two or more joint holders) for all moneys presently payable by him or his estate to the Company.

#### TRANSFER OF SHARES

7. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share.

#### PROCEEDINGS AT GENERAL MEETINGS

- 8. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the directors and auditors, the election of directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the auditors. In regulation 38 of Table A, immediately after the words "place of the meeting and" there shall be inserted the words "in the case of special business".
- 9. At the end of regulation 38 of Table A there shall be inserted the following: "In every notice of a general meeting there shall appear the statement referred to in Section 372(3) of the Act, in relation to the right of members to appoint proxies".
- 10.(a) No business shall be transacted at any Meeting unless a quorum is present. Two members entitled to attend at that Meeting, present in person, or by proxy or (in the case of a corporation) a duly authorised representative shall be a quorum. At the end of regulation 41 of Table A there shall be inserted the following: "If within half an hour from the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved."
- (b) In regulation 59 of Table A, the second sentence shall be omitted.

#### APPOINTMENT AND REMOVAL OF DIRECTORS

- 11. The first Directors will be the person or persons named in the statement delivered to the Registrar of Companies in accordance with section 10 of the Act.
- 12. The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors.
- 13. In addition and without prejudice to the provisions of Section 303 of the Act, the Company may by Ordinary Resolution remove any Director before the expiration of his period of office. Subject to the provisions of Table A and Section 303(2) of the Act, the Company may by Ordinary Resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director. In regulation 38 of Table A the words 'or a resolution appointing a person as a Director' shall be omitted.
- 14. The office of a Director shall be vacated if-
- (a) he ceases to be a Director by virtue of any provision of the Acts or he becomes prohibited by law from being a Director; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

- (c) he is, or may be, suffering from mental disorder and, in relation thereto, he is admitted to hospital for treatment or an order is made by any court having jurisdiction in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs;
- (d) he resigns his office by notice to the Company.

#### PROCEEDINGS OF DIRECTORS

- 15. If and so long as there shall be one Director only he shall be entitled to exercise all the powers and shall carry out all the duties assigned to Directors and the provisions of these Articles and the regulations of Table A shall be construed accordingly. In regulation 64 of Table A for the word "two" there shall be substituted the word "one".
- 16. An appointment or removal of an alternate Director may be effected at any time by notice in writing to the Company given by his appointor. An alternate Director may also be removed from his office by not less than twenty four hours' notice in writing to the Company and to the appointor given by a majority of his co-Directors. This Article shall have effect in substitution for regulation 68 of Table A which shall not apply to the Company.

#### **BORROWING POWERS**

17. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to Section 80 of the Act, to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

#### **DIRECTORS' INTERESTS**

18. A Director may vote in respect of any contract or arrangement in which he, or any person with whom he is connected, is interested and be counted in the quorum present at any meeting of the Directors or, if otherwise so entitled, at any General Meeting of the Company at which any such contract or arrangement is proposed or considered, and if he shall so vote, his vote shall be counted. This Article shall have effect in substitution for regulations 94 to 98 inclusive of Table A, which regulations shall not apply to the Company.

#### **INDEMNITY**

19. Subject to the provisions of Section 310 of The Act, and in addition to such indemnity as is contained in regulation 118 of Table A, every Director, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

#### SECRETARY

20. The first Secretary or Secretaries of the Company shall be the person or persons named as such in the statement delivered under Section 10 of the Act.

#### NAMES AND ADDRESSES OF SUBSCRIBERS

Combined Nominees Limited, 16-26 Banner Street, London EC1Y 8QE.

Combined Secretarial Services Limited, 16-26 Banner Street, London EC1Y 8QE.

authorized signatory
COMBINED NOMINEES LIMITED

COMBINED SECRETARIAL SERVICES LIMITED

Dated the 7th day of September 1990

Witness to the above Signatures:

Marjory Jane Johnstone, 3 Hill Street, Edinburgh EH2 3JP.

Manager

A Malpine.



**COMPANIES FORM No. 10** 

### Statement of first directors and secretary and intended situation of registered office



Please do not write in this margin

Pursuant to section 10 of the Companies Act 1985

Please complete

To the Registrar of Companies (Address overleaf - Note 8)

For official use

legibly, preferably in black type, or bold block lettering

\* insert full name

of company

Name of company

SCOTMOVE (INTERNATIONAL) LIMITED

The intended situation of the registered office of the company on incorporation is as stated below

3 HILL STREET

**EDINBURGH** 

Postcode EH2 3JP

If the memorandum is delivered by an agent for the subscribers of the memorandum please mark 'X'in the box opposite and insert the agent's name and address below

ICC COMPANY FORMATIONS

3 HILL STREET EDINBURGH EH2 3JP

Postcode

Number of continuation sheets attached (see note 1)

Presentor's name address and reference (if any):

For official Use **General Section** 

ICC COMPANY FORMATION 3 HILL STREET EDINBURGH EH2 3IP



Page 1

| Nome (make 0)  |                                  | this margin  |
|--|----------------------------------|--|
| Name (note 3) Combined Nominees Limited  | Business occupation              |  |
| Previous name(s) (note 3)  | Nationality                      | 1  |
| Address (note 4)   | · ·                              |  |
| 16-26 Banner Street  | Date of birth (where applicable) |  |
| London Postcode EC1Y 8QE   | (note 6)                         |  |
| Other directorships †  |                                  | † enter particulars                                  |
| None   |                                  | of other<br>directorships                            |
|  |                                  | held or previous<br>held (see note 5)                |
|  |                                  | if this space is insufficient use a continuation she |
|  |                                  | continuation she                                     |
| I consent to act as director of the company named on page 1  | B                                | İ  |
| Signature A Market Signatory   | Date 7th September 1990          |  |
| Name (note 3) COMPINED NOMINEES LIMITED  | Business accumation              | 7  |
| Name (note 3)  | Business occupation              |  |
| Previous name(s) (note 3)  | Nationality                      | -  |
| Address (note 4)   |                                  |  |
|  | Date of birth (where applicable) | 1  |
| Postcode   | (note 6)                         |  |
| Other directorships †  |                                  | 1  |
|  |                                  |  |
|  |                                  |  |
|  |                                  |  |
| 1  |                                  | ]  |
| I consent to act as director of the company named on page 1  |                                  |  |
| Signature  | Date                             | j  |
| Name of the Association of the A |                                  | <del></del> 1  |
| Name (note 3)  | Business occupation              |  |
| Previous name(s) (note 3)  | Nationality                      | 4  |
| Address (note 4)   | Nationality                      |  |
|  | Date of birth (where applicable) | -  |
| Postcode   | (note 6)                         |  |
| Other directorships †  | 1 (122.2)                        | -[   |
|  |                                  | -{   |
|  |                                  |  |
|  |                                  |  |
|  |                                  | -  |

Date

Signature

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering The name(s) and particulars of the person who is, or the persons who are,to be the first secretary, or joint secretaries, of the company are as follows:

| Name (notes 3 & 7) Combined Secretarial Services Li          | mited                                   |             |
|--|---|-------------|
|  | <u> </u>                                |             |
| Previous name(s) (note 3)                                    |   |             |
| Address (notes 4 & 7)  | *************************************** |             |
| 16-26 Banner Street  |   |             |
| London   | Postcode                                | EC1Y 8Qe    |
| I consent to act as secretary of the company named on page 1 |   |             |
| Signature authorized signatory                               | Date 7tl                                | n September |
| COMBINED SECRETARIAL SERVICES LIMITED                        |   | 1990        |
| Name (notes 3 & 7)   |   |             |
|  |   |             |
| Previous name(s) (note 3)                                    |   |             |
| Address (notes 4 & 7)  |   |             |
|  |   |             |
|  | Postcode                                |             |
| I consent to act as secretary of the company named on page 1 | <del></del>                             |             |
|  |   |             |
|  |   | •           |
| Signature  | Date                                    |             |

delete if the form is signed by the subscribers

Signature of agent on behalf of subscribers

Date 7th September 1990

delete if the form is signed by an agent on behalf of the subscribers.

All the subscribers must sign either personally or by a person or persons authorised to sign for them.

| Signed | Date |
|--------|------|
| Signed | Date |

#### **Notes**

- If the spaces on Page 2 are insufficient the names and particulars must be entered on the prescribed continuation sheet(s).
- 2 'Director' includes any person who occupies the position of a director, by whatever name called.
- For an individual, his present christian name(s) and surname must be given, together with any previous christian name(s) or surname(s).

"Christian name" includes a forename. In the case of a peer or person usually known by a title different from his surname, "surname" means that title. In the case of a corporation, its corporate name must be given.

A previous christian name or surname 4.2 need not be given if:—

- (a) in the case of a married woman, it was a name by which she was known before her marriage; or
- (b) it was changed or ceased to be used at least 20 years ago, or before the person who previously used it reached the age of 18; or
- (c) in the case of a peer or a person usually known by a British title different from his surname, it was a name by which he was known before he adopted the title or succeeded to it

- 4 Usual residential address must be given or, in the case of a corporation, the registered or principal office.
- 5 The names must be given of all bodies corporate incorporated in Great Britain of which the director is also a director, or has been a director at any time during the preceeding five years.

However, a present or past directorship need not be disclosed if it is, or has been, held in a body corporate which, throughout that directorship, has been:—

- (a) a dormant company (which is a company which has had no transactions required to be entered in the company's accounting records, except any which may have arisen from the taking of shares in the company by a subscriber to the memorandum as such).
- (b) a body corporate of which the company making the return was a wholly-owned subsidiary;
- (c) a wholly-owned subsidiary of the company making the return; or
- (d) a wholly-owned subsidiary of a body corporate of which the company making the return was also a wholly owned subsidiary.

- 6. Dates of birth need only be given if the company making the return is:—
  - (a) a public company;(b) the subsidiary of a public company; or(c) the subsidiary of a public company registered in Northern Ireland
- 7 Where all the partners in a firm are joint secretaries, only the name and principal office of the firm need be stated.

Where the secretary or one of the joint secretaries is a Scottish firm the details required are the firm name and its principal office.

8 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies Companies House Crown Way Cardiff CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies Companies House 100-102 George Street Edinburgh EH2 3DJ