

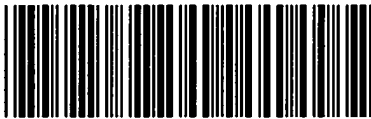
**THE COMPANIES ACT 2006**

**A COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

of

**E.ON UK TRUSTEES LIMITED**



\*AC7FWRWY\*

A08

10/07/2023

#27

COMPANIES HOUSE

**1. INTERPRETATION**

1. In the articles unless the context otherwise requires:

**“the Act”**

means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

**“Appointed Director”**

means an Appointed Group Trustee who becomes a director pursuant to article 18 or a person nominated as a director by the Principal Employer pursuant to article 18 and shall include any Independent Trustee Director (as appropriate);

**“the articles”**

means the articles of association of the Company as adopted and amended from time to time;

**“board of directors”**

means the board of directors of the Company;

**“clear days”**

in relation to a 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 and excluding week-ends and public holidays in

	England and Wales;
<b>"the Company"</b>	means E.ON UK Trustees Limited;
<b>"directors"</b>	means the Appointed Directors and the Elected Directors and references to a director shall be to whichever category of director is appropriate;
<b>"the Eastern Category"</b>	means the Eastern Category of the Group;
<b>"the EGPS Category"</b>	means the EGPS Category of the Group;
<b>"the EME Category"</b>	means the EME Category of the Group;
<b>"the EMEPP Category"</b>	means the EMEPP Category of the Group;
<b>"Elected Director"</b>	means an Elected Group Trustee who becomes a director pursuant to article 21 or a person nominated and elected as a director by the Members associated with the Group pursuant to article 22;
<b>"Independent Trustee"</b>	means a person who carries on the business of acting as an independent professional trustee of occupational pension schemes and has done so for at least two years before his appointment as an Independent Trustee Director and is independent as defined in section 23(3) of the Pensions Act 1995;
<b>"Independent Trustee Director"</b>	means an Independent Trustee who becomes a director pursuant to article 18;
<b>"member"</b>	means the sole member from time to time of the Company;
<b>"Paid Director"</b>	means a director designated as a paid director by the Principal Employer;

<b>“the MEPS Category”</b>	means the MEPS Category of the Group;
<b>“the Midlands Category”</b>	means the Midlands Category of the Group;
<b>“office”</b>	means the registered office of the Company;
<b>“the Group”</b>	means the E.ON UK Group of the Scheme.
<b>“the Powergen Category”</b>	means the Powergen Category of the Group;
<b>“the RB Plan Category”</b>	means the Retirement Balance Plan Category of the Group;
<b>“the Principal Employer”</b>	means the Principal Employer from time to time of the Group;
<b>“the Scheme”</b>	means the Electricity Supply Pension Scheme established by an irrevocable declaration of trust of the Electricity Council made on 20 January 1983;
<b>“seal”</b>	means the common seal of the Company;
<b>“secretary”</b>	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;
<b>“the United Kingdom”</b>	means Great Britain and Northern Ireland.

The regulations contained in the Tables in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) shall not apply to the Company.

2. The following terms and expressions shall have the same meanings as defined in and shall be construed in accordance with the provisions of the Scheme from time to time:

“Appointed Group Trustee”;

“Beneficiary”;

“Elected Group Trustee”;

“Frozen Benefits”;

“Group Administrator”;

“Group Assets”;

“Member”;

“Members associated with the Group”;

“Participating Employer”; and

“Special Member”

References to Clauses of the Scheme shall mean such clauses as applicable to the Group, the Powergen Category, the Eastern Category, the EME Category, the Midlands Category, the EMEPP Category, the MEPS Category, the EGPS Category or the RB Plan Category (as appropriate) from time to time.

3. Subject to articles 1 and 2, terms and expressions shall have the same meanings as defined in the Act.
4. Except where the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter.
5. References to writing shall include references to any method of representing or reproducing words in a legible and non-transitory form. References to a document being executed include references to its being executed under hand or under seal or by any other method.
6. Headings are included for convenience only and shall not affect meanings.

## **MEMBERS**

7. The Principal Employer shall be the member. If the identity of the Principal Employer changes pursuant to Clause 2A(3) of the Scheme, the person who was formerly the Principal Employer shall procure that the person who becomes the Principal Employer shall forthwith apply to become and shall thereupon be registered as the member and the person who was formerly the Principal Employer shall thereupon cease to be a member of the Company.

## **GENERAL MEETINGS**

8. All general meetings other than annual general meetings shall be called extraordinary general meetings.
9. The directors may call general meetings and, on the requisition of the member pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than four weeks after receipt of the requisition.

## **NOTICE OF GENERAL MEETINGS**

10. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed by the member.
11. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.
12. The notice shall be given to the member, to all the directors and, in the case of an annual general meeting, to the auditors.
13. The accidental omission to give notice of a meeting or (in cases where instruments of proxy are sent out with the notice) the accidental omission to send an instrument of proxy to, or the non-receipt of either or both by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## **PROCEEDINGS AT GENERAL MEETINGS**

14. No business shall be transacted at any general meeting unless a quorum is present. The member, being present in person or represented by a proxy or a duly authorised corporate representative, shall be a quorum.
15. The member or his proxy or corporate representative shall decide on any resolution put to the meeting.

## **POWERS OF DIRECTORS**

16. Subject to the provisions of the Act and the memorandum and the articles, the business of the Company shall be managed by the directors who may exercise all the powers of the Company, including but not limited to the exercise and performance of the trusts, powers and discretions from time to time vested in the Company in relation to the Group. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. For the avoidance of doubt, a director who is recused from his duties as a director under article 30F shall not be involved in the management of the Company during the period during which he is recused.
17. The powers given by article 16 shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all the powers exercisable by the directors.

## **APPOINTMENT AND RETIREMENT OF DIRECTORS**

18. There shall be four (or, where article 29A applies, five) Appointed Directors from time to time, each appointed by the Principal Employer. Each Appointed Director must be either:
  - 18.1 an employee or former employee or a director or former director of: the Principal Employer; or a Participating Employer of the Group; or the holding company of the Principal Employer; or a holding company or a subsidiary or associate (as defined in section 435 of the Insolvency Act 1986) of such holding company; or E.ON SE or any of its subsidiaries; or
  - 18.2 an Independent Trustee.

An Appointed Director need not be a Member. For the avoidance of doubt, any Independent Trustee Director shall count in the number of Appointed Directors.

19. The Principal Employer shall be entitled at any time to remove from office any Appointed Director and following such removal or any vacation of office of an Appointed Director pursuant to article 26, to appoint another person as an Appointed Director.
20. Any appointment or removal of an Appointed Director as aforesaid shall be made by notice in writing addressed to the secretary and shall take effect on delivery thereof at the office or at such later date as may be specified therein.
21. With effect on and from the 1 July 2023, there shall be four Elected Directors.
22. The persons eligible for election to the office of Elected Director shall be Members associated with the Group, in each case excluding Special Members but including Members entitled to Frozen Benefits. In the case of Members entitled to Frozen Benefits, eligibility shall be subject to the consent of the Principal Employer, taking into account whether or not the Principal Employer considers that such Members entitled to Frozen Benefits are employed by or working for a competitor of any company in the Principal Employer's corporate group. Subject to and in accordance with the rules made under article 23, the Elected Directors shall be elected by the Members associated with the Group (with the aforementioned exclusions).

All Elected Directors shall hold office for such term (not exceeding six years) as may be specified in the said rules. Any Elected Director retiring from office shall, if qualified, be eligible for re-election.

Notwithstanding the above, prior to the nomination of candidates for the next following election the Principal Employer, with the unanimous consent of the directors, may extend the terms of office of the Elected Directors then holding office whose term will next expire, by a period not exceeding one year, in circumstances where it considers it appropriate to do so. In such event, the Group Trustees shall notify the Members associated with the Group accordingly.
23. Subject to article 22, rules for the nomination and selection of candidates and the election of Elected Directors shall be made by the directors from time to time. The said rules may provide that all or any of the Elected Directors

shall have such qualifications and shall be representative of such categories of Member as are therein specified.

23.1 If a casual vacancy occurs in the office of Elected Director the continuing Elected Directors may, by notice to the secretary, with copy to the Group Administrator, nominate a Member associated with the Group (but excluding Members entitled to Frozen Benefits and Special Members) to fill that vacancy. Any person so nominated shall hold office as an Elected Director until the expiry of the normal term of office of the former Elected Director whose departure gave rise to such vacancy, when such person shall be eligible for re-election.

24. Save as aforesaid, the directors shall not be required to retire by rotation.

25. Not used.

#### **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

26. The office of a director shall be vacated if:

26.1 in the case of an Appointed Director, he resigns his office by notice to the secretary, with copy to the Group Administrator and the Principal Employer;

26.2 in the case of an Elected Director, he ceases to be a Member of the Group (in each case excluding Members entitled to Frozen Benefits and Special Members), resigns his office by notice to the secretary, or is removed by resolution passed by a simple majority of the other Elected Directors (other than the Elected Director to be so removed), a copy of which resolution shall be delivered forthwith to the secretary;

26.3 he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director or prohibited or disqualified from being a trustee of any trust scheme under or pursuant to the Pensions Act 1995, in which event the director shall forthwith give notice to the secretary;

26.4 he becomes bankrupt or makes any arrangement or composition with his creditors generally;



26.5 he is, or may be, suffering from mental disorder and either:

26.5.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or

26.5.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) 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; or

26.6 in the case of an Independent Trustee Director, he ceases to qualify as independent (as such term is defined in section 23(3) of the Pensions Act 1995).

### **REMUNERATION OF DIRECTORS**

27. No director (save for an Independent Trustee Director, a Paid Director, or, with effect from 1 January 2023, an Elected Director who is not employed by any Employer) shall be entitled to any remuneration or to any benefit by way of pension, gratuity or otherwise. The extent of any remuneration payable to those Trustee Directors who may be entitled to it under this article shall be determined from time to time by the Principal Employer and may, if the Principal Employer so directs and subject always to Clause 16 of the Scheme, be paid out of Group Assets.

### **DIRECTORS' EXPENSES**

28. Subject to Clause 16 of the Scheme, the member shall pay or reimburse the directors any travelling, hotel or other expenses reasonably incurred by them in connection with their attendance at meetings of the directors or committees of directors or general meetings or otherwise howsoever in connection with the discharge of their duties, in accordance with its policies as notified to the directors from time to time.

### **DIRECTORS' APPOINTMENTS AND INTERESTS**

#### **Generally permitting conflicts**

29. Subject to the provisions of the Act, and provided that he has disclosed to the board of directors the existence of any interest of his (unless the

circumstances referred to in section 177(5) or section 177(6) of the Act apply, in which case no such disclosure is required), a director notwithstanding his office:

- 29.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 29.2 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 29.3 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in any body corporate in which the Company is otherwise (directly or indirectly) interested (including but not limited to an interest in the shares of, or as an option holder in a body corporate which is associated with the Company);
- 29.4 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any Employer or member of the Employer Group;
- 29.5 may be an officer of, or employed by, any trade union or similar organisation which is recognised for collective bargaining purposes by any member of the Employer Group;
- 29.6 may be (or may be connected or associated with a person who is):
  - 29.6.1 a member of;
  - 29.6.2 a beneficiary under; or
  - 29.6.3 otherwise entitled to benefits or to be considered for benefits under  
an occupational pension scheme of which the Company is trustee;
- 29.7 shall not be accountable to the Company for any remuneration or other benefit which he derives from the following (and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit):

29.7.1 any office or employment or any such transaction or arrangement or any interest in any body corporate:

29.7.1.1 the acceptance, entry into or existence of which has been approved by the board under article 29A (subject, in any such case, to any limits or conditions to which such approval was subject); or

29.7.1.2 which he is permitted to hold or enter into by virtue of articles 29.1, 29.2 or 29.3; or

29.7.2 his office or employment in respect of an Employer or member of the Employer Group;

nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty (under section 176 of the Act or otherwise); and

29.8 For the purposes of these articles, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

#### **Board permitting conflicts**

29A.1 For all purposes, including section 175 of the Act, the board of directors may authorise any matter proposed to it in accordance with these articles which would, if not so authorised, involve a breach of duty by a director (under that section or otherwise), including, without limitation, any matter which relates to a situation in which a director has, or can have, an interest which conflicts, or possibly may conflict, with the interests of the Company:

29A.2 Any such authorisation will be effective only if:

29A.2.1 any requirement as to quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director; and

29A.2.2 the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.

29A.3 The board of directors may (whether at the time of the giving of the authorisation or subsequently) make any such authorisation subject to any limits or conditions it expressly imposes but such authorisation is otherwise given to the fullest extent permitted.

29A.4 The board of directors may vary or terminate any such authorisation at any time.

#### **Notification of interests**

30. For the purposes of articles 29 and 29A:

- 30.1 a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;
- 30.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

any disclosure required by article 29 may be made at a meeting of the board of directors, by notice in writing or by general notice (as provided in article 30.1 above) or otherwise in accordance with section 177 of the Act.

#### **Confidential information**

- 30A.1 A director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person (including an Employer).
- 30A.2 However, to the extent that his relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this article applies only if the existence of that relationship has been approved by the board of directors under article 29A or is allowed by article 29.
- 30A.3 In particular, the director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Act because he fails:
- 30A.3.1 to disclose any such information to the board of directors or to any director or other officer or employee of the Company; and/or
- 30A.3.2 to use or apply any such information in performing his duties as a director of the Company.

#### **Dealing with potential conflicts**

- 30B Where the existence of a director's relationship with another person has been approved by the board of directors under article 29A or is allowed by article 29 and his relationship with that person gives rise to a conflict of interest or possible conflict of interest, the director shall not be in breach of any duty (including the general duties he owes to the Company by virtue of sections 171 to 177 of the Act) because he:
- 30B.1 absents himself from meetings of the board of directors at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise; and/or

30B.2 makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company and/or for such documents and information to be received and read by a professional adviser;

for so long as he reasonably believes such conflict of interest or possible conflict of interest subsists.

30C The provisions of articles 30A and 30B are without prejudice to any equitable principle or rule of law which may excuse the director from:

30C.1 disclosing information, in circumstances where disclosure would otherwise be required under these articles; or

30C.2 attending meetings or discussions or receiving documents and information as referred to in article 30B, in circumstances where such attendance or receiving such documents and information would otherwise be required under these articles.

#### **Benefits from third parties**

30D A director may be indemnified in relation to his role as director of the Company by an Employer or any member of the Employer Group.

30E In articles 29 to 30D (inclusive) and article 30J:

"associated" has the same meaning as in section 435 of the Insolvency Act 1986;

"connected" has the same meaning as in section 239 of the Insolvency Act 1986;

"Employer" means a body corporate which participates in, or is an employer (as defined in the Pensions Act 2004, including deemed for any purpose by regulations under that Act to be an employer) in relation to, a pension scheme of which the Company is a trustee; and

"Employer Group" means any Employer and any body corporate connected or associated with such an Employer.

#### **Conflict of duty**

30F Where a director who is an Appointed Director has a conflict of duty or a potential conflict of duty (a "**conflicted director**"), the conflicted director may agree with the Company and the member, or the member may by written notice to the conflicted director and the Company direct, that the conflicted

director recuses himself from all activities as a director of the Company until the earlier of the date:

30F.1 the member and conflicted director agree, or the date on which the member directs, by written notice to the conflicted director and the Company, that the conflicted director may resume participation in activities as a director of the Company (the "**re-engagement date**"); and

30F.2 the director ceases to be an Appointed Director in accordance with these articles.

30G Any conflicted director who is recused under article 30F shall not attend any meeting of the Company, receive confidential documents or information from the Company, be entitled to vote or designate another to vote on his behalf, or otherwise participate in the business of the Company.

30H As soon as practicable after a conflicted director has recused himself from all activities of the Company pursuant to article 30F, the member shall appoint a new Independent Trustee Director to be an Appointed Director in accordance with article 18. For such period only as a conflicted director is recused there may be six Appointed Directors.

30I The member shall remove an Appointed Director with effect on and from the re-engagement date so that there shall be five Appointed Directors on and from the re-engagement date.

30J During any period for which a conflicted director is recused under article 30F, he shall not be obliged to disclose to the Company or any other director information confidential to the Principal Employer or any person connected or associated with the Principal Employer. A conflicted director shall not be responsible nor shall he have any liability in respect of decisions made, or activities performed, by the Company in respect of the period for which he is recused under article 30F.

## **PROCEEDINGS AND VOTING OF DIRECTORS**

31. Four Directors, of whom two shall be Appointed Directors and two shall be Elected Directors holding office from time to time shall be a quorum for the transaction of the business of the directors.

32. Subject to article 30G, each Appointed Director and each Elected Director shall be entitled to exercise one vote.

Subject to article 30G, each Appointed Director and each Elected Director shall be entitled by notice to the secretary to designate another Appointed Director or Elected Director respectively to attend, speak and vote on his behalf (in addition to the vote of the person designated) at any meeting which his designator does not attend. Any such designations may be terminated in like manner. Resolutions of the directors shall be passed by a simple majority of the votes cast, save that the chairman of the meeting shall be entitled to a casting vote in addition to any other votes he may have.

33. Subject to the provisions of the articles, the directors may regulate their proceedings as they think fit. Any two directors by notice to the other directors and the secretary may, and the secretary at the request of any two directors shall, call a meeting of the directors.

34. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but if the number of directors is less than the number fixed as the quorum the continuing directors or director may act only for the purpose of calling a general meeting.

35. The Principal Employer shall be entitled to appoint one of the Appointed Directors to be the chairman of the board of directors and another of the Appointed Directors to be the deputy chairman of the board of directors and may at any time remove either or both of them from that office. Unless he is unwilling to do so, the said chairman or, in his absence, the said deputy chairman shall preside at every meeting of the directors at which he is present but if there is no director holding such office or offices, or if the director or directors holding such office or offices is or are unwilling to preside or is or are not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number who is an Appointed Director to be chairman of the meeting. During any period for which an Independent Trustee Director is appointed, the Principal Employer shall be entitled to appoint the Independent Trustee Director as chairman and, if so appointed, the Independent Trustee Director shall have a casting vote.

36. All acts done by a meeting of directors or of a committee of directors or by a person acting as a director shall, notwithstanding that it be afterwards

discovered that there was a defect in the appointment of any director 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 director and had been entitled to vote.

37. Any director may participate in a meeting of the directors or a committee of directors by means of a conference telephone, video-conference or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in such manner shall be deemed to constitute presence in person at such meeting.
38. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is located.
39. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors (if that number is sufficient to constitute a quorum of such meeting) shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors.
40. If a question arises at a meeting of directors or of a committee of directors as to voting entitlements the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

#### **DELEGATION OF DIRECTORS' POWERS**

41. The directors may delegate any of their powers (excluding the power to sub-delegate such powers) to any committee consisting of at least two directors, of whom at least one shall be an Appointed Director and at least one an Elected Director, together with any number of other persons.
42. The powers of delegation of the directors under article 41 shall be without prejudice to the powers of delegation of the Company under the terms of the Scheme from time to time.
43. Any delegation under article 41 or as referred to in article 42 shall be authorised by resolution of the directors and may be made subject to any



conditions the directors may impose, and either collaterally with or to the exclusion of their own powers, and may be revoked or altered by resolution but not otherwise.

44. Subject to any such conditions, the proceedings of a committee shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.
45. References in the articles to a committee of directors or to a director as a member of such a committee shall include a committee established under the articles or to such person or persons (whether or not directors) respectively.

#### **SECRETARY**

46. Subject to the provisions of the Act, the secretary shall be appointed by the Principal Employer for such term as it may think fit and any secretary so appointed may be removed by the Principal Employer by notice. The secretary may be the Group Administrator of the Group.

#### **MINUTES**

47. The directors shall cause minutes to be made in books kept for the purpose:
  - 47.1 of all appointments of officers made by the directors; and
  - 47.2 of all proceedings at meetings of the Company and of the directors and of committees of directors including the names of the directors present at each such meeting.

#### **THE SEAL**

48. The Company may exercise all the powers conferred by the Act with regard to having any official seal and such powers shall be vested in the directors. Subject to the provisions of the Act, any instrument to which an official seal is affixed shall be signed by such person or persons as the directors may from time to time determine.

#### **RECOVERY OF EXPENSES**

49. Any costs, charges, fees and expenses arising from or attributable to the exercise by the Company of any of the powers set out in Clauses 5 to 8 of the Scheme shall be borne out of the Group Assets attributable to the Group. Subject to Clause 16 of the Scheme, all costs and expenses (whether relating

to the administration of the Group or incurred by the Company) which are duly authorised or approved by the directors shall be paid by the Principal Employer.

## **RECORDS**

50. The Principal Employer shall not have any right to inspect any records, minutes or documents of the Company except as conferred by statute or authorised by the directors.

## **NOTICES**

51. Any notice to be given to or by any person pursuant to the memorandum or articles shall be in writing.
52. The Company may give notice to the member or a director either personally or by sending it by post in a prepaid envelope addressed to the member or director at his last notified address or by leaving it at that address or by sending it by facsimile transmission or by e-mail to a number or e-mail address duly notified to the Company. A director whose address for the time being is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member or director shall be entitled to receive any notice from the Company.
53. Any other document may be served on or delivered to the member or a director by the Company either personally or by sending it by post in a prepaid envelope addressed to the member at his or its registered address, or by leaving it at that address addressed to the member or director.
54. Any notice to be given to the secretary or to the Company shall be addressed to the secretary or the Company respectively and may (in the case of the secretary) be given personally or (in either case) by sending it by post in a prepaid envelope to the office or by leaving it at the office or by sending it by facsimile transmission to a number duly notified by the Company.
55. Any notice or other document sent by post shall be deemed to have been served or delivered on the day following that on which it was put in the post and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post.

Any notice or other document sent by facsimile transmission shall be deemed to have been served or delivered on the day it was so sent. Any notice or other document sent otherwise than by post or facsimile transmission shall be deemed to have been served or delivered on the day it was so delivered.

#### **WINDING UP**

56. If the Company is wound up, (whether by way of voluntary liquidation or under supervision or by the Court) it may, after satisfaction of all its debts and liabilities, with the sanction of an extraordinary resolution of the Company, vest the whole or any part of its assets in some other body having objects or functions similar to the objects of the Company, such body to be determined by the member at or before the time of dissolution.