

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

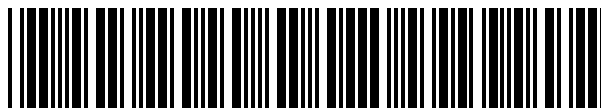
Company Number **15504388**

The Registrar of Companies for England and Wales, hereby certifies that

AIRFLOW COOLING EOT LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **19th February 2024**



N15504388L



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **19/02/2024**

XCX8HQPU

Company Name in full: **AIRFLOW COOLING EOT LIMITED**

Company Type: **Private company limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Registered Office Address: **132 RUTLAND ROAD
SHEFFIELD
UNITED KINGDOM S3 9PP**

Sic Codes: **64209**

Proposed Officers

Company Director 1

Type: **Person**

Full Forename(s): **MR DANIEL KYLE EDWARD**

Surname: **PIERCEY**

Service Address: **recorded as Company's registered office**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/03/1988** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type: **Person**

Full Forename(s): **MR GARRY BRIAN**

Surname: **WARBURTON**

Service Address: **recorded as Company's registered office**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/09/1958** *Nationality:* **BRITISH**

Occupation: **ACCOUNTANT**

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type: **Person**
Full Forename(s): **MS ELIZABETH ROSE**
Surname: **SCHOFIELD**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/09/1991** *Nationality:* **BRITISH**
Occupation: **ADMINISTRATOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 4

Type: **Person**
Full Forename(s): **MR NEIL CUNNINGHAM**
Surname: **PASHLEY**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/11/1970** *Nationality:* **BRITISH**
Occupation: **CONSULTANT**

The subscribers confirm that the person named has consented to act as a director.

Company Director 5

Type: **Person**

Full Forename(s): **MR DANIEL O'DEAN**

Surname: SMITH

Service Address: **recorded as Company's registered office**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/05/1978** *Nationality:* **BRITISH**

Occupation: **CONSULTANT**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **DANIEL KYLE EDWARD PIERCEY**

Address **132 RUTLAND ROAD
SHEFFIELD
S3 9PP**

Amount Guaranteed **GBP1**

Name: **GARRY BRIAN WARBURTON**

Address **132 RUTLAND ROAD
SHEFFIELD
S3 9PP**

Amount Guaranteed **GBP1**

Name: **ELIZABETH ROSE SCHOFIELD**

Address **132 RUTLAND ROAD
SHEFFIELD
S3 9PP**

Amount Guaranteed **GBP1**

Name: **NEIL CUNNINGHAM PASHLEY**

Address **132 RUTLAND ROAD
SHEFFIELD
S3 9PP**

Amount Guaranteed **GBP1**

Name: **DANIEL O'DEAN SMITH**

Address **132 RUTLAND ROAD
SHEFFIELD
S3 9PP**

Amount Guaranteed **GBP1**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

<i>Name:</i>	DANIEL KYLE EDWARD PIERCEY
<i>Authenticated</i>	YES
<i>Name:</i>	GARRY BRIAN Warburton
<i>Authenticated</i>	YES
<i>Name:</i>	ELIZABETH ROSE Schofield
<i>Authenticated</i>	YES
<i>Name:</i>	NEIL CUNNINGHAM Pashley
<i>Authenticated</i>	YES
<i>Name:</i>	DANIEL O'DEAN SMITH
<i>Authenticated</i>	YES

Authorisation

<i>Authoriser Designation:</i>	subscriber	<i>Authenticated</i>	YES
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COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of AIRFLOW COOLING EOT LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication
DANIEL KYLE EDWARD PIERCEY	Authenticated Electronically
GARRY BRIAN WARBURTON	Authenticated Electronically
ELIZABETH ROSE SCHOFIELD	Authenticated Electronically
NEIL CUNNINGHAM PASHLEY	Authenticated Electronically
DANIEL O'DEAN SMITH	Authenticated Electronically

Dated: 19/02/2024

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
AIRFLOW COOLING EOT LIMITED (Company)
Adopted on incorporation

INTRODUCTION

1. INTERPRETATION

1.1 The following definitions and rules of interpretation shall apply in these Articles:

ACL Holdco:	means ACL Holdco Limited, a company registered in England and Wales with company number 15186139.
Act:	means the Companies Act 2006.
Articles:	means the Company's articles of association for the time being in force.
bankruptcy:	includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy.
Business Day:	means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.
Chair:	has the meaning given to it in article 12.1.
Conflict:	means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company.
director:	means a director of the Company and includes any person occupying the position of director, by whatever name called.
document:	includes, unless otherwise specified, any document sent or supplied in electronic form.
electronic form:	has the meaning given in section 1168 of the Act.
Eligible Director:	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in

	relation to the authorisation of a Conflict pursuant to article 17, any director whose vote is not to be counted in respect of the particular matter).
Group Company:	means ACL Holdco and its subsidiaries from time to time.
Interested Director:	has the meaning given in article 17.1.
Member:	means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles.
Memorandum:	means the memorandum of association of the Company.
Model Articles:	means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered Model Article is a reference to that article of the Model Articles.
ordinary resolution:	has the meaning given in section 282 of the Act.
participate:	in relation to a director's meeting, has the meaning given in Model Article 10.
proxy notice:	has the meaning given in Model Article 31.
secretary:	means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.
Seller Director:	means a director who is a one of the sellers in respect of the transfer of shares in ACL Holdco to the Company or is appointed to represent those persons.
subsidiary:	has the meaning given in section 1159 of the Act.
writing:	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Articles 1, 2, 7, 8, 9(1)-(3) inclusive, 11(2) and (3), 12, 13, 14(1)-(4) inclusive, 17, 18, 21, 22, 30(2), 31(1)(d), 35, 38 and 39 of the Model Articles shall not apply to the Company.
- 1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".

2. OBJECTS AND POWERS

- 2.1 The objects for which the Company is established are to hold office and act as trustee of any trust or trusts established by ACL Holdco or any other Group Company provided that the Members and the directors shall act in relation to each such trust only in accordance with and subject to any requirements imposed by the constitution of that trust.
- 2.2 The Company has the power to do anything which is calculated to further its objects or is conducive or incidental to doing so and, in particular, the Company has all the powers exercisable by the trustee of any trust of which it is a trustee.

3. INCOME

- 3.1 The income and property of the Company from wherever derived shall be applied solely in and towards promoting the Company's objects.
- 3.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:
- (a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
 - (b) any interest on money lent by any Member or any director at a reasonable and proper rate;
 - (c) reasonable and proper rent for premises demised or let by any Member or director;
 - (d) reasonable out-of-pocket expenses properly incurred by any director; or
 - (e) distributions properly payable to a Member or director who is also a beneficiary under the terms of any trust of which the Company is a trustee.

4. **WINDING UP**

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members but shall be transferred to another body with objects similar to those of the Company or with charitable objects, such body to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, such transfer to be made by resolution of the directors at or before the time of winding up or dissolution.

5. **GUARANTEE**

5.1 The liability of each Member is limited to £1.00, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member,
- (b) payment of the costs, charges and expenses of the winding up, and
- (c) adjustment of the rights of the contributories among themselves.

Members: becoming and ceasing to be a member

6. **MEMBERSHIP**

- 6.1 The directors of the Company from time to time shall be the only Members.
- 6.2 A director shall become a Member automatically on becoming a director and shall be deemed to have agreed to become a Member by virtue of his or her agreement to become a director.
- 6.3 The Company shall maintain a register of Members and any person ceasing to be a Member shall be removed from such register.
- 6.4 Membership is not transferable and shall cease on death.

7. **TERMINATION OF MEMBERSHIP**

- 7.1 A Member shall cease to be a Member if they cease to be a director for any reason.
- 7.2 A Member may at any time withdraw from membership of the Company by giving at least seven clear days' notice to the Company unless after such withdrawal there would be no other member.

8. **NUMBER OF DIRECTORS**

- 8.1 The number of directors shall not be subject to any maximum but shall not be less than three.
- 8.2 At any time after the initial transfer of shares in ACL Holdco to the Company, at least a majority of the directors shall not be Seller Directors.
- 8.3 The first directors shall be those persons whose names are notified to Companies House as the first directors on incorporation.

- 8.4 A director may not appoint an alternate director or anyone to act on their behalf at meetings of the directors.

9. **APPOINTMENT OF DIRECTORS**

Any person who is willing to act as a director, and who is permitted by law to do so, may be appointed to be a director by resolution of the directors.

10. **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

- 10.1 A director shall cease to hold office if they:

- (a) are removed by ordinary resolution of the Company pursuant to the Act;
- (b) cease to be a director by virtue of any provision in the Act or are prohibited by law from being a director;
- (c) cease to be a Member of the Company;
- (d) (other than in respect of a Seller Director) were an employee of ACL Holdco or another Group Company at the time of their appointment and they cease to be in the employment of ACL Holdco and/or any other Group Company;
- (e) are appointed for a specified period, and such period expires;
- (f) have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
- (g) in the written opinion of a registered medical practitioner who is treating the director, have become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (h) resign by written notice to the Company, provided that at least three directors will remain in office once the resignation takes effect;
- (i) are absent from two consecutive meetings of the directors held within a period of 12 months, without the permission of the directors, and the directors resolve that their office be vacated; or
- (j) are required to resign to ensure compliance with the requirement of a trust of which the Company is trustee.

Directors decision making

11. **PROCEEDINGS OF DIRECTORS**

- 11.1 Subject to the provisions of the Articles and the Act, the directors may regulate their proceedings as they think fit.
- 11.2 The directors shall meet at least once a year.
- 11.3 Acts done by a meeting of the directors or of a committee or by a person acting as a director shall not be invalidated by the subsequent realisation that:

- (a) the appointment of any such director or person acting as a director was defective; or
- (b) any or all of them were disqualified; or
- (c) any or all of them were not entitled to vote on the matter.

12. DECISION-MAKING BY DIRECTORS

- 12.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 13.
- 12.2 The directors shall appoint one of their number as chair of directors and may determine the length of term for which the chair of directors is to serve in that office, although that term may be renewed or extended.
- 12.3 If at any meeting of the directors the chair is not participating in the meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair the meeting provided such director is not a Seller Director.
- 12.4 Each director has one vote on each matter to be decided, except for the Chair or other director chairing the meeting who, in the event of an equality of votes, shall have a second or casting vote provided he is not a Seller Director (unless, in accordance with the Articles, the Chair or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting)).

13. UNANIMOUS DECISIONS

- 13.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 13.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 13.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

14. CALLING A DIRECTORS' MEETING

- 14.1 Any director may call a directors' meeting by giving not less than 10 Business Days' notice in writing of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the secretary (if any) to give such notice.
- 14.2 Notice of a meeting of the directors must be given to each director. The notice must specify:
 - (a) the time, date and place of the meeting;
 - (b) the general particulars of the business to be considered at the meeting; and
 - (c) if it is anticipated that the directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

15. **PARTICIPATION IN DIRECTORS' MEETINGS**

- 15.1 Any director may participate in a meeting of the directors in person or by means of video conference, telephone or any suitable electronic means agreed by the directors and by which all those participating in the meeting are able to communicate with all other participants.
- 15.2 If all the directors participating in the 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.
- 15.3 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

16. **QUORUM FOR DIRECTORS' MEETINGS**

- 16.1 Subject to article 16.4, the quorum for directors' meetings may be fixed from time to time by a decision of the directors, provided:
- (a) it shall not be less than three Eligible Directors and, unless otherwise fixed, it is three Eligible Directors; and
 - (b) at any time after the initial transfer of shares in ACL Holdco to the Company, at least half of the directors present at the meeting are not Seller Directors.
- 16.2 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 16.3 If the total number of directors for the time being is less than the quorum required for decision-making by the directors, the directors shall not take any decision other than a decision to appoint further directors.
- 16.4 For the purposes of any meeting (or part of a meeting) held pursuant to article 17 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

17. **DIRECTORS' CONFLICTS OF INTEREST**

- 17.1 Subject to article 17.2, the directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an Interested Director) breaching his duty to avoid conflicts of interest under section 175 of the Act.
- 17.2 Any director which is a beneficiary of any trustee of which the Company is trustee of such trust be authorised to be a beneficiary of such trust nothing withstanding any actual or potential conflict of interest which may reasonably be expected to arise out of such matter or situation so authorised and such Interested Director:
- (a) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such matter or situation;
 - (b) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such matter or situation;

- (c) 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; and
- (d) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such matter or situation or from any such office or employment or from any interest in any such body corporate and no such matter or situation shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 175 of the Act.

17.3 Any authorisation under this article 17 shall be effective only if:

- (a) the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

17.4 Any authorisation of a Conflict under this article 17 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

17.5 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.

- 17.6 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 17.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 17.8 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (a) 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;
 - (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
 - (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
 - (d) 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;
 - (e) 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; and
 - (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

18. **RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

19. **SECRETARY**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

Decision making by members

20. VOTES OF MEMBERS

Subject to the Act, at any general meeting:

- (a) every Member who is present in person (or by proxy) shall on a show of hands have one vote; and
- (b) every Member present in person (or by proxy) shall on a poll have one vote.

21. POLL VOTES

- 21.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.
- 21.2 Model Article 30(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

22. PROXIES

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

Administrative arrangements

23. MEANS OF COMMUNICATION TO BE USED

- 23.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
 - (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

- 23.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

24. **INDEMNITY AND INSURANCE**

- 24.1 Subject to article 24.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them, including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 24.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 24.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

- 24.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

- 24.4 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- (c) a relevant officer means any director or other officer or former director or other officer of the Company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).