

FILE COPY



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

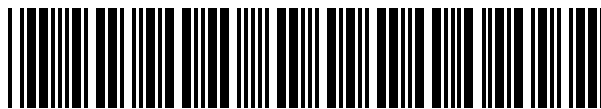
Company Number **16304062**

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

RCAGM SOLE TRUSTEE LTD

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 **10th March 2025**



N163040629



Companies House



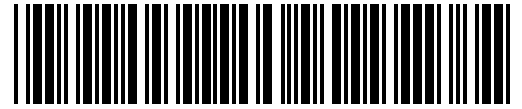
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **07/03/2025**

XDXSU4BC

Company Name in full:

RCAGM SOLE TRUSTEE LTD

Company Type:

Private company limited by guarantee

Situation of Registered Office:

England and Wales

Proposed Registered Office Address:

**RUSSELL-COTES ART GALLERY AND MUSEUM
EAST CLIFF PROMENADE
BOURNEMOUTH
UNITED KINGDOM BH1 3AA**

Sic Codes:

91020

Company Director *1*

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: **GEORGE MEYRICK**

Address **RUSSELL-COTES ART GALLERY AND MUSEUM
EAST CLIFF PROMENADE
BOURNEMOUTH
UNITED KINGDOM
BH1 3AA**

Amount Guaranteed **1**

Name: **STUART BARTHOLOMEW**

Address **RUSSELL-COTES ART GALLERY AND MUSEUM
EAST CLIFF PROMENADE
BOURNEMOUTH
UNITED KINGDOM
BH1 3AA**

Amount Guaranteed **1**

Name: **ALAN FROST**

Address **RUSSELL-COTES ART GALLERY AND MUSEUM
EAST CLIFF PROMENADE
BOURNEMOUTH
UNITED KINGDOM
BH1 3AA**

Amount Guaranteed **1**

Lawful Purpose Statement

The subscribers confirm that the company has been formed for lawful purposes.

Statement of Compliance

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

<i>Name:</i>	GEORGE MEYRICK
<i>Authenticated</i>	YES
<i>Name:</i>	STUART BARTHOLOMEW
<i>Authenticated</i>	YES
<i>Name:</i>	ALAN FROST
<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 RCAGM SOLE TRUSTEE LTD

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
GEORGE MEYRICK	Authenticated Electronically
STUART BARTHOLOMEW	Authenticated Electronically
ALAN FROST	Authenticated Electronically

Dated: 07/03/2025

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
RCAGM SOLE TRUSTEE LTD (the “Company”)

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act	means the Companies Act 2006;
Articles	means the Company’s articles of association for the time being in force;
Business Day	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
Charities Act	means the Charities Act 2011;
Charity	means the Russell-Cotes Art Gallery and Museum registered as a charity with the Charity Commission with registered number 306288;
Charity Commission	means the Charity Commission for England and Wales;
Charity Trustee	has the meaning prescribed by s177 Charities Act 2011;
Council	Bournemouth, Christchurch and Poole Council;
Circulation Date	in relation to a written resolution, has the meaning given to it in the Act;
Clear Days	in relation to a period of notice means a period of days not including the day on which notice was given or deemed to be given and the day for which it is given or on which it is to take effect;
Connected Person	means any person falling within one of the following categories: <ul style="list-style-type: none"> (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director; or (b) the spouse or civil partner of any person in (a); or (c) any person who carries on business in partnership with a Director or with any person in (a) or (b); or (d) an institution which is controlled by either a Director, any person in (a), (b) or (c), or a Director and any person in (a), (b) or (c), taken together; or

	(e) a corporate body in which a Director or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest;
Director	means a director of the Company;
document	includes, unless otherwise specified, any document sent or supplied in electronic form;
electronic form and electronic means	have the meaning given to such terms in section 1168 of the Act;
Governing Documents	trust deeds and conveyances which set out the terms under which the Charity must be administered by the Company, comprising of: <ul style="list-style-type: none"> • the Indenture dated 1 February 1908; • the Indenture dated 29 October 1918; • the Indenture dated 1 February 1919; • the Indenture dated 11 November 1920; and • the Scheme dated 6 April 1976 as amended from time to time;
Member	means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;
Model Articles	means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (<i>SI 2008/3229</i>);
Objects	means the objects of the Company as stated in article 2;
Special Resolution	has the meaning given in section 283 of the Act;
Term	three years;
United Kingdom	means Great Britain and Northern Ireland;
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;
Sir George Meyrick Director	means Sir George Meyrick Baronet (or the person for the time being in the enjoyment of the title);
Council Director	means any person appointed by the Council to be a Director;
Independent Director	means any person appointed by resolution of the Directors to be a Director (such director not being a Council Director or the Sir George Meyrick Director);

- 1.2 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, statutory provision or subordinate legislation** is a reference to it as it is in force from time to time, taking account of:
- 1.5.1 any subordinate legislation from time to time made under it; and
 - 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms **including, include, in particular** 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 not apply to the Company.

2. OBJECTS

- 2.1 The object for which the Company is established, at all times in accordance and subject to the Governing Documents, are as follows:
- 2.1.1 to hold office and act as the trustee of the Charity in accordance with the Governing Documents;
 - 2.1.2 to promote or assist in promoting the objects of the Charity in any manner, either alone or with others;
 - 2.1.3 to exercise all powers exercisable by the trustee of the Charity under the Governing Documents in the promotion, administration, and management of the Charity; and
 - 2.1.4 to undertake, do and perform all things that the Directors shall consider necessary, desirable, or appropriate in connection with the performance of such office as trustee.
- 2.2 Nothing in these Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with any statutory provision regarding the meaning of the word "charitable" or the words "charitable purposes" in force in any part of the United Kingdom.

3. POWERS OF THE COMPANY

In pursuance of the Objects, the Company has the power to do anything lawful which is calculated to further the Objects or is conducive or incidental to doing so.

4. APPLICATION OF INCOME AND PROPERTY

- 4.1 The income and property of the Company shall only be applied to promote the Objects.

4.2 Except as provided below, no part of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Company. This shall not prevent any payment in good faith by the Company of:

4.2.1 interest on money lent by a Member to the Company at a reasonable and proper rate;

4.2.2 reasonable out-of-pocket expenses properly incurred by any Director when acting on behalf of the Company, in accordance with any rules adopted by the Directors from time to time.

5. 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 remain shall not be paid or distributed to the Members but shall be transferred to the trustees for the time being of the Charity to be held on the trusts applicable to the Charity or in default of such trusts, in accordance with the Governing Documents of the Charity or as directed by the court or Charity Commission.

6. LIABILITY OF MEMBERS

6.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for:

6.1.1 payment of the Company's debts and liabilities contracted before they cease to be a Member,

6.1.2 payment of the costs, charges and expenses of the winding up, and

6.1.3 adjustment of the rights of the contributories among themselves.

7. TERMS OF REFERENCE

7.1 The Company shall act as the Charity Trustee of the Charity in the management of the affairs of the Charity including but not limited to the financial matters and the appointment and dismissal of all employees of the Charity and shall at all times have regard to the status of the Charity as a charity.

7.2 Subject to these Articles, the Directors are responsible for the management of the Company's business, for which purpose it may exercise all the powers of the Company.

8. MEMBERSHIP

8.1 The Directors from time to time shall be the only Members. A Director shall become a Member on becoming a Director.

8.2 The Company shall maintain a register of Members and any person ceasing to be a Member shall be removed from the Register.

8.3 Membership is not transferable.

9. TERMINATION OF MEMBERSHIP

A Member shall cease to be a Member if they cease to be a Director or die.

10. GENERAL MEETINGS OF MEMBERS

- 10.1 The Directors may call a general meeting of the Members at any time and such a meeting shall be held in accordance with the Act.
- 10.2 General meetings shall be called on notice in accordance with the Act and proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it due to an accidental omission by the Company.
- 10.3 No business shall be transacted at any general meeting unless a quorum is present. A quorum is three Members who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting.
- 10.4 A Member is entitled to appoint another person as their proxy, in accordance with the Act, to exercise all or any of their rights to attend and to speak and vote at a meeting of the Company.
- 10.5 The chair of Directors shall chair general meetings of the Company or, if they are absent, the vice-chair of Directors shall act as chair. If neither the chair nor the vice-chair of Directors is present within 15 minutes of the time appointed for the meeting, a Director elected by the Directors present shall chair the meeting.
- 10.6 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.
- 10.7 On a show of hands or on a poll, every Member, whether an individual or an organisation, shall have one vote.
- 10.8 Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any such objection must be referred to the chair of the meeting whose decision is final.
- 10.9 Unless a poll is demanded, the declaration of the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.

11. WRITTEN RESOLUTIONS

- 11.1 Subject to article 11.4, a written resolution of the Members passed in accordance with this article 11 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:
 - 11.1.1 as an ordinary resolution if it is passed by a simple majority of the eligible Members; or
 - 11.1.2 as a Special Resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a Special Resolution unless it states that it was proposed as a Special Resolution.
- 11.2 Where a resolution is proposed as a written resolution of the Company, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.

- 11.3 Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a Special Resolution, shall be passed as an ordinary resolution.
- 11.4 A Members' resolution under the Act removing a Director or an auditor before the expiration of their term of office may not be passed as a written resolution.
- 11.5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 11.6 A Member signifies their agreement to a proposed written resolution when the Company receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:
- 11.6.1 if the document is sent to the Company in hard copy form, it is authenticated if it bears the signature of the person sending it;
- 11.6.2 if the document is sent to the Company in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Company or, where no such manner has been specified by the Company, if it is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.
- 11.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
- 11.8 A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date.
- 11.9 Communications in relation to written resolutions shall be sent to the Company's auditors in accordance with the Act.
- 11.10 The Members may require the Company to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.

12. DIRECTORS

- 12.1 The number of Directors shall not be less than three.
- 12.2 The first Directors shall be those persons whose names are notified to Companies House as the first Directors on incorporation.
- 12.3 A Director may not appoint an alternate director or anyone to act on their behalf at meetings of the Directors.

13. POWERS OF DIRECTORS

- 13.1 Subject to the provisions of the Act, the Articles and any Special Resolution, the Directors shall be responsible for the management of the Company's business and may exercise all the powers of the Company for that purpose.
- 13.2 No alteration of the Articles or any Special Resolution shall invalidate any prior act of the Directors.

- 13.3 A meeting of the Directors at which a quorum is present may exercise all the powers exercisable by the Directors.

14. APPOINTMENT OF DIRECTORS

Sir George Meyrick Director

- 14.1 The Sir George Meyrick Director shall be entitled to be a Director.
- 14.2 The Sir George Meyrick Director may elect at any time to not act as a Director but shall have the right to be reappointed as a Director at any time.

Council Director

- 14.3 The Council shall be entitled to appoint two Council Directors and to require the removal of such persons from office by notice to the Directors.

Independent Director

- 14.4 Any person who is willing to act as a director, and who is permitted by law to do so, may be appointed to be an Independent Director by resolution of the Directors.
- 14.5 An Independent Director may serve in that office for one Term, which may be renewed or extended by resolution of the Directors, for one additional Term only.
- 14.6 An Independent Director must be appointed in accordance with any rules adopted by the Directors from time to time.

15. TERMINATION, DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 15.1 The Directors may terminate the appointment of a single Director, without their consent, by giving them written notice if, in the reasonable opinion of the majority of the Directors, the Director is:
- 15.1.1 guilty of conduct which has or is likely to have a serious adverse effect on the Charity or the Company or bring the Charity or the Company or the Directors or any or all of the Members into disrepute;
 - 15.1.2 acting or threatening to act in a manner which is contrary to the interests of the Charity or of the Company; or
 - 15.1.3 deliberately failing to observe the terms of these Articles.
- 15.2 In the event of a situation arising under 15.1, the notice to the Director must give the Director the opportunity to be heard in writing or in person as to why their directorship should not be terminated. The Directors must consider any representations made by the Director and inform the Director concerned of their decision following such consideration. There shall be no right to appeal from a decision of the Directors to terminate the membership of a Director.
- 15.3 A Director shall cease to hold office if they:
- 15.3.1 are disqualified from acting as a Charity Trustee by virtue of the Charities Act;
 - 15.3.2 are convicted on indictment of a criminal offence;
 - 15.3.3 have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;

- 15.3.4 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;
 - 15.3.5 cease to be a Member of the Company;
 - 15.3.6 resign by written notice to the Company, provided that at least one Director will remain in office once the resignation takes effect;
 - 15.3.7 cease to be a Director by virtue of any provision in the Act or are prohibited by law from being a Director;
 - 15.3.8 or any person connected with them is employed by the Charity or the Company in return for remuneration; or
 - 15.3.9 are removed by ordinary resolution of the Company pursuant to the Act.
- 15.4 Following termination of office for any reason, the Director concerned shall be removed from the Registrar of Members.

16. PROCEEDINGS OF DIRECTORS

- 16.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit.
- 16.2 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:
 - 16.2.1 the appointment of any such Director or person acting as a Director was defective; or
 - 16.2.2 any or all of them were disqualified; or
 - 16.2.3 any or all of them were not entitled to vote on the matter.

17. CALLING A DIRECTORS' MEETING

- 17.1 Any Director may call a meeting of the Directors by giving notice of the meeting to the Directors or by authorising the Secretary (if any) to give such notice.
- 17.2 Unless otherwise agreed by the Directors, meetings of the Directors shall be held no less than quarterly on such dates as they may agree (and failing such agreement on such day as the chair of Directors shall decide).
- 17.3 Notice of a meeting of the Directors must be given to each Director but need not be in writing. The notice must specify:
 - 17.3.1 the time, date and place of the meeting;
 - 17.3.2 the general particulars of the business to be considered at the meeting; and
 - 17.3.3 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.

18. PARTICIPATION IN DIRECTORS' MEETINGS

- 18.1 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.
- 18.2 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.

19. QUORUM FOR DIRECTORS' MEETINGS

- 19.1 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors and, unless otherwise fixed, will be three.
- 19.2 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 19.3 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.

20. CHAIRING DIRECTORS' MEETINGS

- 20.1 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. On the same basis, the Directors may also appoint one of their number as vice-chair of Directors.
- 20.2 If at any meeting of the Directors neither the chair nor vice-chair of Directors, if any, is 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.

21. DECISION-MAKING BY DIRECTORS

- 21.1 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 22.
- 21.2 Each Director has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote (unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).

22. UNANIMOUS DECISIONS BY DIRECTORS

- 22.1 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.
- 22.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.
- 22.3 References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.

- 22.4 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.

23. DELEGATION BY DIRECTORS

- 23.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 23.2 The Directors shall be empowered to establish such committees as they consider necessary to carry on the Company's business as Charity Trustee of the Charity. The Directors shall nominate, from its own number, a chairman and an agreed number of members for each committee.
- 23.3 Both the chairman and the members of each committee will be nominated by the Directors for such term as the Directors may determine. The Directors shall provide Terms of Reference for each committee established and shall state that number of members that shall constitute a quorum.
- 23.4 The committee shall be empowered to require the attendance of any member of the Company for any specific item on the agenda.
- 23.5 All acts and proceedings of any committee shall be fully and promptly reported to the Directors.
- 23.6 In the absence of a quorum, no business shall be transacted, and the meeting shall be deferred to a later date to be decided on by the chairman of the committee.
- 23.7 The terms of any delegation to a committee shall be recorded in the minute book.
- 23.8 The Directors may revoke or alter a delegation.

24. CONFLICTS OF INTEREST

- 24.1 A Director must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.
- 24.2 A Director must absent themselves from any discussions of the Directors in which it is possible that a conflict will arise between their duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).
- 24.3 If a conflict of interests arises for a Director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Directors may authorise such a conflict of interest where the following conditions apply:
- 24.3.1 the conflicted Director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - 24.3.2 the conflicted Director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and
 - 24.3.3 the unconflicted Directors consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying.

- 24.4 In this Article 24.4 a conflict of interest arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a director or to a connected person.

25. SECRETARY

- 25.1 The Directors may appoint any person who is willing to act as the secretary for such term at such remuneration and on such conditions as the Directors think fit. From time to time the Directors may decide to remove such person and to appoint a replacement.
- 25.2 A secretary who is also a Director may not be remunerated, otherwise than as permitted by these Articles.

26. MINUTES

- 26.1 The Directors shall cause the Company to keep the following records in writing and in permanent form:
- 26.1.1 minutes of proceedings at general meetings;
 - 26.1.2 minutes of meetings of the Directors and of committees of the Directors, including the names of the Directors present at each such meeting;
 - 26.1.3 copies of resolutions of the Company and of the Directors, including those passed otherwise than at general meetings or at meetings of the Directors; and
 - 26.1.4 particulars of appointments of officers made by the Directors.

27. RECORDS AND ACCOUNTS

- 27.1 The Directors shall comply with the requirements of the Act as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of:
- 27.1.1 annual reports;
 - 27.1.2 annual returns; and
 - 27.1.3 annual statements of account.
- 27.2 Accounting records relating to the Company must be made available for inspection by any Directors at any reasonable time during normal office hours.
- 27.3 A copy of the Company's latest available statement of account shall be supplied on request to any Director or Member, or to any other person who makes a written request and pays the Company's reasonable costs of fulfilling the request, within two months of such request.

28. COMMUNICATIONS

- 28.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.

- 28.2 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 28.3 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

29. IRREGULARITIES

The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

30. INDEMNITY

- 30.1 Subject to Article 30.2, but without prejudice to any indemnity to which they may otherwise be entitled, the Company and every Director shall be indemnified by the Company for all acts done in good faith by the Company as Charity Trustee of the Charity or by a Director in the course of their duties to the Company. No Director shall be under any personal liability in respect of defalcation or breach of trust by any other Director or any member, employee, or agent of the Company except in the case of express complicity or wilful default on their own part.
- 30.2 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.
- 30.3 All acts on behalf of the Company carried out in good faith by any Director or officer of the Company or on behalf of the Company in its capacity as Charity Trustee of the Charity shall be valid notwithstanding that it be afterwards discovered that there was some defect in their appointment or continuance in office or the appointment or continuance of in office of the Company as Charity Trustee of the Charity.
- 30.4 The Company shall insure the Directors against the cost of a successfully defence to a criminal prosecution brought against or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or a breach of duty (unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty).
- 30.5 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.
- 30.6 In this Article 30:
- 30.6.1 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 person fund or employee's share scheme of the Company or associated company; and
- 30.6.2 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 as auditor to the extent they act in capacity of auditor.