

CONTENTS

ARTICLE

1.	Interpretation	1
2.	Object	2
3.	Application of income and capital	3
4.	Winding up	4
5.	Guarantee	4
6.	Directors' general authority	4
7.	Directors may delegate	4
8.	Committees.....	5
9.	Appointing directors.....	5
10.	Number of directors.....	5
11.	Retirement and termination of director's appointment.....	5
12.	Appointing Officers.....	6
13.	Retirement and Termination of Officers appointment.....	6
14.	Directors to take decisions collectively	7
15.	Unanimous decisions.....	7
16.	Calling a Board meeting	7
17.	Quorum for board meetings.....	7
18.	Chairing of board meetings	8
19.	Casting vote.....	8
20.	Directors' conflicts of interest.....	8
21.	Rules	9
22.	Records of decisions to be kept	9
23.	Application for membership.....	10
24.	Conditions of membership	10
25.	Termination of membership	10
26.	General meetings	11
27.	Notice of general meetings	12
28.	Quorum for general meetings	12
29.	Votes of members.....	12
30.	Poll votes	13
31.	Content of proxy notices	13
32.	Delivery of proxy notices	14
33.	Means of communication to be used	14
34.	Indemnity	15
35.	Insurance	16

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
LEANDER SWIMMING CLUB LIMITED
(Adopted by special resolution passed on 18 November 2014)

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Articles: means the Club's articles of association for the time being in force;

ASA: means the Amateur Swimming Association;

Board: means the board of directors of the Club established from time to time in accordance with Article 9, the members of which are the directors of the Club for the purposes of the Act;

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;

CASC: means Community Amateur Sports Clubs;

Chairman: means the director who has been appointed to act as the Chairman of the Club from time to time;

Club: means the Leander Swimming Club Limited;

Club Secretary: means the director who has been appointed to act as the Club Secretary of the Club from time to time.

Member: means a member of the Club;

Officers: means the Chairman, Treasurer and Club Secretary and each of them an “Officer”;

Regional Body: means the Regional Body of the ASA to which the Club is from time to time affiliated and which at the date of incorporation is London and East Division; and

Rules: means the rules and regulations of the Club made by the Board or by the Club in general meeting, as amended from time to time.

Treasurer: means the director who has been appointed to act as the Treasurer of the Club from time to time;

1.2 Save as otherwise specifically provided in these Articles, 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:

- (a) any subordinate legislation from time to time made under it; and
- (b) 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.

2. OBJECT

2.1 The objects for which the Club is established (“Objects”) are:

- (a) to acquire and undertake all properties and liabilities and to carry out the powers, obligations, duties and general objects of the present unincorporated association known as Leander Swimming Club and to indemnify Leander Swimming Club, its officers, members, and members of any of its sub-committees against all costs, claims, demands, actions and proceedings relating to the assets and undertaking of Leander Swimming Club and in respect of all liabilities, obligations and commitments (whether legally binding or not) of Leander Swimming Club and also in respect of the costs and expenses and outgoings from or attributable to the transfer of assets and undertaking;
- (b) principally to provide facilities for swimming and generally to promote, encourage and facilitate the participation of the amateur sport of swimming in the area of London and amongst the community;
- (c) to facilitate access to and use of swimming pool premises and club-owned swimming equipment for the use of its Members (without discrimination);
- (d) to provide other ordinary benefits of an amateur sports club as set out in Part 13 Chapter 9 Corporation Tax Act 2010 including without limitation provision of suitably qualified coaches and insurance;
- (e) to obtain funding for the activities of the Club by collecting, membership subscriptions, class subscriptions and other available funding;
- (f) to affiliate to the ASA and to affiliate to the Regional Body designated to it by the ASA;
- (g) to comply with and uphold the rules and regulations of the Regional Body and the ASA as amended from time to time and the rules and regulations of anybody to which the ASA is affiliated;
- (h) to make rules, regulations, bye-laws and standing orders concerning the operation of the Club including without limitation regulations concerning disciplinary procedures that may be taken against the Members; and
- (i) to do all such other things as shall be thought fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objects stated in this Article2.

3. APPLICATION OF INCOME AND CAPITAL

- 3.1 The Club shall have the powers to do all such lawful things as are consistent with the furtherance of its Objects.
- 3.2 The income and property of the Club shall be applied solely towards the promotion of the Objects and no portion thereof shall be paid or transferred directly or indirectly, overtly or covertly by way of distribution, bonus or otherwise by way of profit to the members of the Club or third parties other than other registered CASC or charities.

No Member shall be paid a salary, bonus fee or other remuneration for swimming for the Club.

3.3 Nothing in these Articles shall prevent any payment in good faith by the Club of:

- (a) reasonable and proper remuneration to any Member, officer or servant of the Club for any services rendered to the Club; or
- (b) reasonable out-of-pocket expenses properly incurred by any director.

4. WINDING UP

If upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall be paid to or distributed to another registered CASC for swimming, to the ASA for use in community related swimming initiatives, or to a registered charity.

5. GUARANTEE

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Club 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 Club'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.

DIRECTORS' POWERS AND RESPONSIBILITIES

6. DIRECTORS' GENERAL AUTHORITY

6.1 Subject to these Articles, any Rules made pursuant to them and the Act, the Board is responsible for the management of the Club's business, for which purpose it may exercise all the powers of the Club.

6.2 No Rule made by the Club in general meeting pursuant to Article 19 shall invalidate any prior act of the Board which would have been valid if such Rule had not been made.

7. DIRECTORS MAY DELEGATE

7.1 Subject to the Articles, the Board may delegate any of the powers which are conferred on them under the Article:

- (a) to such person or committee;

- (b) to such an extent; and
- (c) on such terms and conditions

as they think fit.

7.2 The Board may revoke any delegation in whole or part, or alter its terms and conditions.

8. COMMITTEES

8.1 Committees to which the Board 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.

8.2 The Board may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

8.3 The quorum for meetings of any sub-committee formed pursuant to the provisions of the Articles shall be two.

APPOINTMENT OF DIRECTORS AND OFFICERS

9. APPOINTING DIRECTORS

Any person who is a voting Member and is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

- (a) by ordinary resolution; or
- (b) by a decision of the directors

provided that the appointment does not cause the number of directors in office for the time being to exceed any maximum number fixed or otherwise determined in accordance with these Articles.

10. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors shall not exceed eleven (11) and shall not be less than two (2).

11. RETIREMENT AND TERMINATION OF DIRECTOR'S APPOINTMENT

11.1 The directors shall be subject to retirement by rotation. At each annual general meeting, one-third (1/3) of the directors shall retire from office (or, if their number is not three (3) or a multiple of three (3), the number nearest to one-third (1/3) shall

retire). Directors to retire shall be those who have been longest in office since their last appointment. If any persons became or were reappointed directors on the same day, those to retire shall (unless otherwise agreed among themselves) be determined by lot.

11.2 Directors retiring by rotation may stand for reappointment.

11.3 A person ceases to be a director as soon as:

- (a) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Club stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
- (e) notification is received by the Club from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

12. APPOINTING OFFICERS

Any director, who is willing to act as an Officer, may be appointed to be an Officer by ordinary resolution.

13. RETIREMENT AND TERMINATION OF OFFICERS APPOINTMENT

13.1 Officers must retire at the start of the annual general meeting and may stand for reappointment subject to Article 12.

13.2 A person ceases to be an Officer as soon as:

- (a) that person ceases to be a director in accordance with Article 11;
- (b) that person is removed by a decision of the Board where three quarters of the directors in attendance and entitled to vote at a Board meeting determine that the Officer should no longer act as an Officer; or
- (c) the Members by ordinary resolution resolve to remove the Officer.

DECISION –MAKING BY DIRECTORS

14. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

The general rule about decision-making by the Board is that any decision of the Board must be either a majority decision at a meeting or a decision taken in accordance with Article 15.

15. UNANIMOUS DECISIONS

15.1 A decision of the Board is taken in accordance with this Article when all directors indicate to each other by any means that they share a common view on a matter.

15.2 Such a decision may take the form of a resolution in writing, where each director has signed one or more copies of it, or to which each director has otherwise indicated agreement in writing.

15.3 A decision may not be taken in accordance with this Article if the directors would not have formed a quorum at such a meeting.

16. CALLING A BOARD MEETING

16.1 Any director may call a Board meeting by giving notice of the meeting to the directors or by authorising the Club Secretary to give such notice.

16.2 At least one Board meeting must be held in every calendar month unless otherwise agreed by a majority of directors.

16.3 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 Board meeting.

16.4 Notice of a Board meeting need not be in writing.

17. QUORUM FOR BOARD MEETINGS

17.1 Subject to Article 14.3, the quorum for the transaction of business at a Board meeting is three (3) directors at least one of which must be an Officer.

17.2 At a Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

17.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 18 to authorise a conflict of interest, if there is only one director in office other than the director with a conflict of interest, the quorum for such meeting (or part of a meeting) shall be one director.

- 17.4 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- (a) to appoint further directors; or
 - (b) to call a general meeting so as to enable the Members to appoint further directors.

18. CHAIRING OF BOARD MEETINGS

- 18.1 The Chairman shall chair Board meetings.
- 18.2 The Officer so appointed for the time being is known as the chairperson.
- 18.3 The directors may terminate the chairperson's appointment at any time.
- 18.4 If the Chairman is not participating in a Board meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of the Officers to chair it.

19. CASTING VOTE

If the numbers of votes for and against a proposal at a meeting of directors are equal, the Chairman or other Officer chairing the meeting has a casting vote.

20. DIRECTORS' CONFLICTS OF INTEREST

- 20.1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Club in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 20.2 But if Article 18.3 applies, a director who is interested in an actual or proposed transaction or arrangement with the Club is to be counted as participating in the decision-making process for quorum and voting purposes.
- 20.3 This Article applies when:
- (a) the Club by ordinary resolution disappplies the provision of the Articles which would otherwise prevent a director from being counted as participating in the decision-making process;
 - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (c) the director's conflict of interest arises from a permitted cause.

- 20.4 For the purposes of this Article, the following are permitted causes:
- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Club;
 - (b) subscription, or an agreement to subscribe, for securities of the Club, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Club which do not provide special benefits for directors or former directors.
- 20.5 For the purposes of this Article, references to proposed decisions and decision-making processes include any Board meeting or part of a Board meeting.
- 20.6 Subject to Article 18.7, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairperson whose ruling in relation to any director other than the chairperson is to be final and conclusive.
- 20.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairperson, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

21. RULES

The directors may establish rules governing matters relating to Club administration that are required from time to time for the effective operation of the Club (for example, the provisions relating to classes of Members, membership fees and Subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

22. 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.

APPOINTING AND TERMINATING MEMBERS

23. APPLICATION FOR MEMBERSHIP

- 23.1 The subscribers to the Memorandum of Association of the Club; the members of the unincorporated association known as the Leander Swimming Club as at the date of incorporation; and such other persons as are admitted to membership by the Board in accordance with these Articles, shall be the Members of the Club.
- 23.2 No person shall become a Member of the Club unless:
- (a) that person has completed an application for membership in a form approved by the Board, and
 - (b) the Board has approved the application.
- 23.3 For the avoidance of doubt membership is open to all without discrimination and may only be refused where admission to membership would be contrary to the best interests of the sport or the good conduct and interests of the Club and no person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs. A person may appeal against such decision by notifying the Board who shall put the matter to a general meeting for it to be decided by a majority vote of the Members present and voting at such meeting. Limitation of membership according to available facilities is allowable on a non-discriminatory basis.
- 23.4 For the purposes of registration the number of Members is declared to be unlimited.
- 23.5 The Board may from time to time fix the levels of entrance fees and annual subscriptions to be paid by the different categories of members provided that the Board shall use its best endeavours to ensure that the fees set by it do not preclude open membership of the Club.

24. CONDITIONS OF MEMBERSHIP

- 24.1 All Members shall be subject to the Rules and shall respect the rules of swimming as set from time to time by the ASA.
- 24.2 The Members shall pay any entrance fees and annual subscription set by the Board under Article 22.5. Any member whose subscription fee is more than three months in arrears shall be deemed to have resigned his membership of the Club.

25. TERMINATION OF MEMBERSHIP

- 25.1 It shall be the duty of the Board, if at any time it shall be of the opinion that the interests of the Club so require, by notice in hard copy form sent by prepaid post to a Member's address, to request that Member to withdraw from membership of the Club

within a time specified in such notice. If, on the expiry of the time specified in such notice, the Member concerned has not withdrawn from membership by submitting notice in hard copy form of his resignation, or if at any time after receipt of the notice requesting him to withdraw from membership the Member shall so request in hard copy form, the matter shall be submitted to a properly convened and constituted meeting of the Board or such sub-committee to which it has delegated its powers.

- 25.2 The Board or sub-committee and the member whose expulsion is under consideration shall be given at least 14 days' notice of the meeting, and such notice shall specify the matter to be discussed. The Member concerned shall at the meeting be entitled to present a statement in his defence either verbally or in hard copy form, and he shall not be required to withdraw from membership unless a majority of the Board or sub-committee members present and voting shall, after receiving the statement in his defence, vote for his expulsion, or unless the Member fails to attend the meeting without sufficient reason being given. If such a vote is carried, or if the Member shall fail to attend the meeting without sufficient reason being given, he shall thereupon cease to be a Member and his name shall be erased from the register of Members.
- 25.3 A person may appeal against such decision by notifying the Board who shall put the matter to a general meeting for it to be decided by a majority vote of the Members present and voting at such meeting.
- 25.4 A Member may withdraw from membership of the Club by giving one month's notice to the Club in writing.
- 25.5 A membership terminates automatically when that person dies or ceases to exist or on the failure of the member to comply or to continue to comply with any condition of membership set out in these Articles or the Rules.
- 25.6 Membership is not transferable.
- 25.7 Any person ceasing to be a Member forfeits all rights in relation to and claims upon the Club, its property and its funds and has no right to the return of any part of his subscription. The Board may refund an appropriate part of a resigning Member's subscription if it considers it appropriate taking account of all the circumstances.

DECISION MAKING BY MEMBERS

26. GENERAL MEETINGS

The Club shall in each 15 month period hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as

such in notices calling it. The annual general meeting shall be held at such time and place as the directors shall appoint.

27. NOTICE OF GENERAL MEETINGS

27.1 Any general meeting (including, for the avoidance of doubt, an annual general meeting) shall be called by fourteen (14) clear days' notice in writing.

27.2 Subject to the Rules, every notice calling a general meeting shall:

- (a) specify the date, time and place of the meeting, the general nature of the business to be transacted and contain a statement setting out the right of Members to appoint a proxy under section 324 of the Act and Article 26;
- (b) in the case of an annual general meeting, classify the meeting as such; and
- (c) be sent to each Member of the Club with a registered address within the UK, in each case to that address or such other address as the Member may have supplied to the Club for the giving of notice to that Member or be sent to each Member of the Club with an email address, in each case to that email address as the Member may have supplied to the Club for the giving of notice to that Member

27.3 A general meeting (other than an annual general meeting) may be convened upon a shorter notice than that specified in Article 26.1 with the written consent of all the Members entitled to attend and vote at such meeting or with the written consent of a majority in number of such Members representing not less than ninety (90) per-cent of all the votes entitled to be cast at such meeting.

28. QUORUM FOR GENERAL MEETINGS

28.1 No business other than the appointment of the chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

28.2 The quorum for a general meeting shall be nine (9) Members present in person or by proxy.

29. VOTES OF MEMBERS

29.1 Subject to the Rules, every Member shall be entitled to receive notice of, attend general meetings and cast one vote.

29.2 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.

30. POLL VOTES

30.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

30.2 A poll may be demanded by:

- (a) the chairperson of the meeting;
- (b) the directors;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

30.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the chairperson of the meeting consents to the withdrawal.

30.4 Polls must be taken immediately and in such manner as the chairperson of the meeting directs.

PROXIES

31. CONTENT OF PROXY NOTICES

31.1 Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which:

- (a) states the name and address of the Member appointing the proxy;
- (b) identifies the person appointed to be that Member’s proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the Club 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

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.

- 31.2 The Club may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 31.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 31.4 Unless a proxy notice indicates otherwise, it must be treated as:
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

32. DELIVERY OF PROXY NOTICES

- 32.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Club by or on behalf of that person.
- 32.2 An appointment under a proxy notice may be revoked by delivering to the Club a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 32.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 32.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

ADMINISTRATIVE ARRANGEMENTS

33. MEANS OF COMMUNICATION TO BE USED

- 33.1 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.

- 33.2 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.
- 33.3 Except as provided by law or authorised by the Board or an ordinary resolution of the Club, no person is entitled to inspect any of the Club's accounting or other records or documents merely by virtue of being a Member.

DIRECTORS' INDEMNITY AND INSURANCE

34. INDEMNITY

- 34.1 Subject to Article 33.2, a relevant director of the Club or an associated company may be indemnified out of the Club's assets against:
- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
 - (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in Section 235(6) of the 2006 Act),
 - (c) any other liability incurred by that director as an officer of the Club or an associated company.
- 34.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.
- 34.3 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 director" means any director or former director of the Club or an associated company.

35. INSURANCE

35.1 The Board may decide to purchase and maintain insurance, at the expense of the Club, for the benefit of any relevant director in respect of any relevant loss.

35.2 In this Article:

- (a) a "relevant director" means any director or former director of the Club or an associated company;
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director'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) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.