

Articles of Association
of
POLISH ACADEMY OF
CULTURE AND KNOWLEDGE

CONTENTS

CLAUSE

1.	Interpretation.....	1
2.	Objects	2
3.	Powers	3
4.	Not for distribution	4
5.	Winding up	5
6.	Guarantee	5
7.	Committee.....	6
8.	Directors to take decisions collectively.....	6
9.	Unanimous decisions	6
10.	Calling a Directors' meeting.....	6
11.	Participation in Directors' meetings	7
12.	Quorum for Directors' meetings	7
13.	Casting vote.....	7
14.	Directors' conflicts of interest.....	8
15.	Directors' remuneration	10
16.	Directors' expenses	10
17.	Records of decisions to be kept.....	10
18.	Appointment and removal of alternate Directors	11
19.	Rights and responsibilities of alternate Directors.....	11
20.	Termination of Alternate Directorship.....	12
21.	Change of Organisation name	12
22.	Membership.....	13
23.	Termination of membership.....	13
24.	Expulsion of Member	13
25.	Members power to call general meetings.....	14
26.	Attendance and speaking at general meetings	14
27.	Chairing general meetings.....	14
28.	Votes of Members	15
29.	Annual General Meeting.....	15
30.	Means of communication to be used.....	15
31.	Rules.....	16
32.	Indemnity and insurance.....	16

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

POLISH ACADEMY OF CULTURE AND KNOWLEDGE

(“the Organisation”)

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Alternate Director: has the meaning given in Article 18.1;

Appointor: has the meaning given in Article 18.1;

Articles: means the Organisation'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;

Committee: means the persons elected to the board of Directors of the Organisation in accordance with Article 7;

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 Organisation;

Director: means a member of the Committee;

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 14, any Director whose vote is not to be counted in respect of the particular matter);

Member: means a member of the Organisation;

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;

Chairman: has the meaning set out in Article 7.3;

Rules has the meaning set out in Article 31; and

- 1.2 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.3 A reference in these Articles to an "**Article**" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.4 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.
- 1.5 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.
- 1.6 The Model Articles shall not apply to the Organisation.
- 1.7 In case of ambiguity between the Preamble or the Rules and the Articles, the Articles shall prevail.

2. OBJECTS

- 2.1 The objects for which the Organisation is established are:
 - (a) provision of early years education;
 - (b) provision of education and training in the Polish language and in the history and geography of Poland;
 - (c) cultivation of Polish culture, customs, traditions and heritage;
 - (d) provision of education and training in the English language;
 - (e) provision of education and training in foreign languages;
 - (f) provision of education and training in maths and sciences;

- (g) provision for amateur sports;
- (h) provision for special needs;
- (i) provision of religious education in accordance with the teachings of the Roman Catholic Church;
- (j) support for families who are bringing up children in a bilingual environment and promotion of cross-cultural understanding and community cohesion;
- (k) provision of education and training for adults with a view to their achieving their educational and professional aspirations; and
- (l) to carry on any other trade or business whatsoever which can, in the opinion of the Organisation, be advantageously carried on by the Organisation in connection with or ancillary to any of the general business of the Organisation or is calculated directly to benefit the Organisation or enhance the value of or render profitable any of the Organisation's property or rights or is required by any person dealing with the Organisation.

3. POWERS

In pursuance of the Object set out in Article 2, the Organisation has the power to:

- (a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Organisation;
- (b) borrow and raise money in such manner as the Directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Organisation's property and assets;
- (c) invest and deal with the funds of the Organisation not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- (d) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;

- (e) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Organisation may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- (f) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the Directors, affect or advance the principal object in any way;
- (g) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Organisation and to contract with any person, firm or company to pay the same;
- (h) enter into contracts to provide services to or on behalf of other bodies;
- (i) provide and assist in the provision of money, materials or other help;.
- (j) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (k) incorporate subsidiary companies to carry on any trade; and
- (l) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in Article 2.

4. NOT FOR DISTRIBUTION

- 4.1 The income and property of the Organisation shall be applied solely in promoting the Objects of the Organisation as set out in Article 2.
- 4.2 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Organisation of:

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

5. WINDING UP

On the winding-up or dissolution of the Organisation, any assets or property that remains available to be distributed or paid to the Members shall not be paid or distributed to such Members but shall be transferred to another body (charitable or otherwise):

- (a) with objects similar to those of the Organisation; and
- (b) which shall prohibit the distribution of its or their income to its or their members,

such body to be determined by the Members at the time of winding-up or dissolution.

6. GUARANTEE

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Organisation in the event of its being wound up while he or she is a Member or within one year after he or she ceases to be a Member, for:

- (a) payment of the Organisation's debts and liabilities contracted before he or she 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.

COMMITTEE OF DIRECTORS

7. COMMITTEE

- 7.1 The management of the day to day affairs of the Organisation shall be entrusted to the Committee, for which purpose its members may exercise all the powers of the Organisation. The Committee shall be the board of Directors of the Organisation for the purposes of the Act.
- 7.2 The Committee shall be comprised of not less than three Members.
- 7.3 The Committee members shall appoint the chair of the Committee between themselves. The person so appointed shall be known as the Chairman.
- 7.4 If the Chairman is not participating in a meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it in accordance with Articles 8. The person appointed shall have a casting vote for the purposes of that meeting in accordance with Article 13.1.

8. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 8.1 The general rule about decision-making is that any decision of the Committee must be either a majority decision of Eligible Directors or a decision taken in accordance with Article 9.

9. UNANIMOUS DECISIONS

- 9.1 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.
- 9.2 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.
- 9.3 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.

10. CALLING A DIRECTORS' MEETING

- 10.1 Any Director may call a Directors' meeting by giving not less than 7 Business Days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors.
- 10.2 Notice of a Directors' meeting must be given to each Director, but need not be in writing.

11. PARTICIPATION IN DIRECTORS' MEETINGS

- 11.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with the Articles, and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 11.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 11.3 If all the Directors participating in a 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.

12. QUORUM FOR DIRECTORS' MEETINGS

- 12.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 12.2 Subject to Article 12.3, the quorum for Directors' meeting must be more than 50% of Eligible Directors at the time.
- 12.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 14 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (defined in Article 14.1), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 12.4 If the total number of Directors in office 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 (at their absolute discretion); or
 - (b) to call a general meeting so as to enable the Members to appoint further Directors.

13. CASTING VOTE

- 13.1 If the numbers of votes for and against a proposal at a meeting of Directors are equal, the Chairman or other Director chairing the meeting has a casting vote.

13.2 Article 13.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chairman or other Director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

14. DIRECTORS' CONFLICTS OF INTEREST

14.1 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 or her duty under section 175 of the Act to avoid conflicts of interest.

14.2 Any authorisation under this Article 14 shall be effective only if:

- (a) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (b) 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.

14.3 Any authorisation of a Conflict under this Article 14 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 or her involvement in the Conflict and otherwise than through his or her position as a Director of the Organisation) information that is confidential to a third party, he or she shall not be obliged to disclose that information to the

Organisation, or to use it in relation to the Organisation's affairs where to do so would amount to a breach of that confidence; and

- (f) permit the Interested Director to absent himself or herself 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.

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

14.5 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.

14.6 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 Organisation for any remuneration, profit or other benefit which he or she 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 Organisation 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.

14.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he or she has declared the nature and extent of his or her 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 Organisation:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Organisation or in which the Organisation 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 or she 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 or she is interested;

- (d) may act by himself/herself or his/her firm in a professional capacity for the Organisation (otherwise than as auditor) and he or she or his or her firm shall be entitled to remuneration for professional services as if he or she 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 Organisation is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he or she may otherwise agree, be accountable to the Organisation for any benefit which he or she (or a person connected with him or her (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 or her duty under section 176 of the Act.

15. DIRECTORS' REMUNERATION

15.1 Directors are entitled to such remuneration as the Directors determine:

- (a) for their services to the Organisation as Directors, and
- (b) for any other service which they undertake for the Organisation.

16. DIRECTORS' EXPENSES

16.1 The Organisation may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

- (a) meetings of Directors or committees of Directors;
- (b) general meetings;
- (c) otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Organisation;
or
- (d) in pursuance of the Objects.

17. 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.

18. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

18.1 Any Director (other than an Alternate Director) (**Appointor**) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors (**Alternate Director**), to:

- (a) exercise that Director's powers; and
- (b) carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the alternate's Appointor.

18.2 Any appointment or removal of an Alternate Director must be effected by notice in writing to the Organisation signed by the Appointor, or in any other manner approved by the Directors.

18.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he or she is willing to act as the alternate of the Director giving the notice.

19. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

19.1 An Alternate Director may act as alternate to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's Appointor.

19.2 Except as the Articles specify otherwise, Alternate Directors:

- (a) are deemed for all purposes to be Directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their Appointors; and
- (d) are not deemed to be agents of or for their Appointors

and, in particular (without limitation), each Alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his or her Appointor is a member.

19.3 A person who is an Alternate Director but not a Director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating); and

- (b) may participate in a unanimous decision of the Directors (but only if his or her Appointor is an Eligible Director in relation to that decision, but does not participate).

19.4 A Director who is also an Alternate Director is entitled, in the absence of his or her Appointor(s), to a separate vote on behalf of each Appointor, in addition to his or her own vote on any decision of the Directors (provided that an Appointor for whom he or she exercises a separate vote is an Eligible Director in relation to that decision) and shall count as more than one Director for the purposes of determining whether a quorum is present.

19.5 An Alternate Director may be paid expenses and may be indemnified by the Organisation to the same extent as if he or she were a Director but shall not be entitled to receive any remuneration from the Organisation for serving as an Alternate Director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Organisation from time to time direct.

20. TERMINATION OF ALTERNATE DIRECTORSHIP

An Alternate Director's appointment as an alternate (in respect of a particular Appointor) terminates:

- (a) when the alternate's Appointor revokes the appointment by notice to the Organisation in writing specifying when it is to terminate;
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;
- (c) on the death of the alternate's Appointor; or
- (d) when the Alternate Director's Appointor ceases to be a Director for whatever reason.

21. CHANGE OF ORGANISATION NAME

The name of the Organisation may be changed by:

- (a) a unanimous decision of the Directors; or
- (b) a special resolution of the Members,

or otherwise in accordance with the Act.

MEMBERS AND MEMBERSHIP

22. MEMBERSHIP

22.1 No person shall become a member of the organisation unless:

- a. that person has completed an application for membership in a form approved by the directors, and
- b. the directors have approved the application.

23. TERMINATION OF MEMBERSHIP

23.1 A Member shall cease to be a Member of the Organisation upon any of the following events:

- (a) giving 7 days' notice to the Organisation in writing;
- (b) expulsion under the provisions of Article 24;

23.2 Membership is not transferable and shall be automatically terminated when a Member dies or ceases to exist.

24. EXPULSION OF MEMBER

24.1 The Directors may terminate the membership of any Member without the Member's consent by giving the Member written notice if, in the reasonable opinion of the Directors, the Member:

- (a) is guilty of conduct which has or is likely to have a serious adverse effect on the Organisation or bring the Organisation or any or all of the Members and Directors into disrepute; or
- (b) has acted or has threatened to act in a manner which is contrary to the interests of the Organisation as a whole; or
- (c) has failed to observe the terms of these Articles and the Rules.

24.2 Following such termination, the Member shall be removed from the register of Members.

24.3 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his or her membership should not be terminated. The Directors must consider any representations made by the Member or on his or her behalf and inform the Member 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 Member.

DECISION MAKING BY MEMBERS

25. MEMBERS POWER TO CALL GENERAL MEETINGS

25.1 The Members have the power to require the Directors to call a general meeting in accordance with section 303 of the Act. In such circumstances the Directors must call a general meeting in accordance with section 304 of the Act.

26. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

26.1 A Member is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

26.2 A person is able to exercise the right to vote at a general meeting when:

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

26.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

26.4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.

26.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

27. CHAIRING GENERAL MEETINGS

27.1 If the Directors have appointed a chairperson, the chairperson shall chair general meetings if present and willing to do so.

27.2 If the Directors have not appointed a chairperson, or if the chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

- (a) the Directors present, or
- (b) (if no Directors are present), the meeting, must appoint Member to chair the meeting, and the appointment of the chairperson of the meeting must be the first business of the meeting.

28. VOTES OF MEMBERS

At a General Meeting (including the Annual General Meeting):

28.1 A Member, who is present in person shall be entitled to speak and shall have one vote.

28.2 In case of equality of votes at a General Meeting (including an Annual General Meeting) the chairperson of the meeting shall have a casting vote.

ADMINISTRATIVE ARRANGEMENTS

29. ANNUAL GENERAL MEETING

29.1 The Annual Meeting of the Organisation shall be held in the autumn of each year. The Annual Meeting shall be called on not less than 21 days' notice when it is called to pass a special resolution otherwise not less than 14 days' notice shall be given.

30. MEANS OF COMMUNICATION TO BE USED

30.1 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 (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
- (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.

- 30.2 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.

31. RULES

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

32. INDEMNITY AND INSURANCE

- 32.1 Subject to Article 32.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Organisation's assets against all costs, charges, losses, expenses and liabilities incurred by him or her as a relevant officer:
 - (i) in the actual or purported execution and/or discharge of his or her duties, or in relation to them; and

including (in each case) any liability incurred by him or her in defending any civil or criminal proceedings, in which judgment is given in his or her favour or in which he or she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part or in connection with any application in which the court grants him or her, in his or her capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Organisation's affairs; and

- (b) the Organisation may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him or her in connection with any proceedings or application referred to in Article 36.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 32.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.
- 32.3 The Directors may decide to purchase and maintain insurance, at the expense of the Organisation, for the benefit of any relevant officer in respect of any relevant loss.
- 32.4 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 Organisation, any associated company or any pension fund or employees' share scheme of the Organisation or associated company; and
 - (c) a "relevant officer" means any Director or other officer or former Director or other officer of the Organisation, but excluding in each case any person engaged by the Organisation (or associated company) as auditor (whether or not he or she is also a Director or other officer), to the extent he or she acts in his or her capacity as auditor).