

COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

SCOTTISH TOUCH ASSOCIATION LIMITED

Interpretation

1. In these articles:

(a) the following terms shall have the following meanings:

the Act	means the Companies Act 2006 including any statutory modifications or re-enactments thereof for the time being in force;
Affiliated	means a body or person that is related to the company in some way, at the discretion of the Board;
the articles	means these articles of association or any article thereof;
the Board	means the board of Directors and the President and Secretary of the Company;
Chief Executive Officer	means the person appointed by Directors of the Company to that position at the first Director's meeting immediately following the Annual General Meeting.
clear days	in relation to a period of notice means a period excluding: <ul style="list-style-type: none">• the day when the notice is given or deemed to be given; and• the day for which it is given or on which it is to take effect;
Club	means constituted organisations who may be affiliated to the Company and whose Members receive membership of the Company under article 7c.
the Company	means Scottish Touch Association Limited;
Conflict	has the meaning given in article 65;
Director of Finance	means the Director of Finance of the Company or any other person appointed to perform the duties of the Director of Finance of the Company, including a joint, assistant or deputy.
the Directors	means the directors of the Company;
European Touch Competition	means a Touch competition conducted out with Scotland but within Europe and which is affiliated directly or indirectly to a national governing body that is a member of FIT;
FIT	means the Federation of International Touch;
Grade 1 Touch Competition	means a Touch competition conducted within Scotland meeting minimum criteria determined by the Board;
Grade 2 Touch Competition	means a Touch competition conducted within Scotland not meeting Grade 1 Touch Competition criteria;
the memorandum	means the memorandum of association of the Company;

a Member	means a body or individual admitted to membership of the Company in accordance with these articles, and in particular Article [5] hereof;
membership	means the state of being a Member;
national squad	means any person appointed by the Company to participate in or support any Scotland international team taking part in any international tournament sanctioned by FIT;
notice	means any communication by the Company by letter, fax or email, or by posting information on the Company's official website;
participant	means a person, including officials, players, referees, coaches and managers, who participates in a Grade 1 Touch Competition, Grade 2 Touch Competition or a European Touch Competition and is registered with the competition organiser;
Regional Associations	constituted organisations who are affiliated to the Company and whose Members receive membership of the Company under article 7b.
the Secretary	means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
staff	means the employees of the Company (whether full-time or part-time), and contractors and consultants whilst working for and volunteers specifically retained to assist with the work of the Company;
Subscriber	means a subscriber to the Company. A subscriber must be an Associate or Participant Member.
Touch	means the game or sport of "Touch", also sometimes referred to as "Touch Rugby" or "Touch Football", played under the rules of FIT;

(b) unless the context otherwise requires, the singular shall include the plural and vice versa, the masculine shall include the feminine and bodies corporate and unincorporated. Subject as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these articles.

Purposes

2. The Company's purposes are to advance public participation in sport by:
 - (a) providing the opportunity for anyone to play and enjoy Touch irrespective of location or ability;
 - (b) providing an effective nationwide structure and network to develop and strengthen the sport; and
 - (c) making Scotland successful internationally across all age groups.

Liability

3. The liability of each Subscriber is limited to £1, being the amount that each Subscriber undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Subscriber or within one year after he ceases to be a Subscriber, for:
 - (a) payment of the Company's debts and liabilities contracted before he ceases to be a Subscriber;
 - (b) payment of the costs, charges and expenses of winding up; and
 - (c) adjustment of the rights of the contributories among themselves.
4. The income and property of the Company shall be applied solely towards the promotion of the sport of Touch in Scotland and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to Subscribers or Members of the Company.

General Structure

5. The structure of the Company shall consist of:
 - (a) The Members, who have the right to attend general meetings and have important powers under the articles and the Act; in particular, the Members shall take decisions in relation to changes to the articles and elect people to serve as Directors, subject to article 54.
 - (b) The Board, who are responsible for the governance of the Company for which purpose they may exercise all of the powers of the Company; in particular the Board shall hold regular meetings during the period between annual general meetings and generally control and supervise the activities of the company.

Membership

6. The Company is established further to the memorandum.
7. There shall be the following categories of membership, the following terms in bold type being defined terms for the purpose of those Articles:
 - (a) **Affiliated Touch Competition Organisers:** properly constituted organisations including local Touch associations, other not-for-profit organisations and commercial operators, whose primary object shall be to promote participation in Touch by conducting Grade 1 Touch Competitions;
 - (b) **Associate Members:** properly constituted organisations including Regional Associations whose primary object is other than described in article 7(a) but which subscribe to the objectives of the Company, wish to support it and conduct Grade 1 Touch Competitions. Associate Members are Subscribers;
 - (c) **Restricted Members:** such Members shall be either:
 - i. Properly constituted organisations falling within the definition of article 7(a) or (b), which conduct Grade 2 Touch Competitions;
 - ii. Individuals or groups without a proper constitution who conduct Grade 1 Touch Competitions or Grade 2 Touch Competitions; or
 - iii. Clubs

- (d) **Participant Members:** participants who are registered with Affiliated Touch Competition Organisers, Associate Members or Restricted Members and who are eighteen years of age or over at the beginning of the Company's financial year. Participant Members may register with more than one Affiliated Touch Competition Organiser, Associate Member or Restricted Member. Participant Members are Subscribers;
 - (e) **Junior Members:** participants who are registered with Affiliated Touch Competition Organisers, Associate Members or Restricted Members and who are under eighteen years of age at the beginning of the Company's financial year. Junior Members may register with more than one Affiliated Touch Competition Organiser, Associate Member or Restricted Member;
 - (f) **Individual Members:** such Members shall be either:
 - i. Individuals who are not resident in Scotland but are registered participants of European Touch Competitions and have been selected as members of the National Squad or represent the Company as referees in FIT affiliated events; or
 - ii. Coaches, managers or any other appointed personnel associated with the National Squad who are not Participant Members; and
 - (g) **Honorary Life Members:** Individuals who have honorary life membership conferred on them by a general meeting of the Company on the recommendation of the Board; and
 - (h) Any other category of membership as decided by the Board at a general meeting.
8. The Board has the power to create new categories of membership so long as the effect of this is not to alter the rights, privileges or obligations of an existing category of Members.
 9. Members shall be bound by and shall abide by the articles, and any other rules or regulations made by the Board under the powers conferred by the articles, as well as by any codes of conduct, disciplinary procedures and anti-doping programmes which may be adopted from time to time by the Board. Any failure by any such Member so to act will render such person or organisation with which he is registered liable to be treated as having been guilty of misconduct and they may therefore be subject to any disciplinary procedure as implemented from time to time by the Board.
 10. Unless with the prior written approval of the Board, it shall be a precondition of membership that each organisation and individual conducting Touch competitions shall subscribe to the Company's child protection policies and procedures.
 11. Any organisation or person conducting Touch competitions desirous of joining the Company shall submit a membership application form, which may be obtained from the Secretary. The applicant shall provide such information and supporting documentation as may from time to time be required by the Board together with the appropriate annual subscription.
 12. The Board may, at their discretion, refuse to admit any organisation or person to membership. Application for membership is open to all and no applications will be refused on other than reasonable grounds. There will be no discrimination on grounds of race, occupation, sex, sexual orientation or religious, political or other opinion.
 13. The Board shall consider each application for membership at the first Board meeting held after receipt of the application and may at their discretion hear verbal submissions from the applicant. For the avoidance of doubt, admission or affiliation will not be granted until the Company has received the appropriate annual

subscription. The Board shall, within a reasonable time after the meeting, notify the applicant of their decision on the application.

14. Registration as a participant with an Affiliated Touch Competition Organiser, Associate Member or Restricted Member shall be treated as an application for membership of the Company.
15. An application for selection or appointment to any position with the National Squad will be treated as an application for membership of the Company.
16. The annual subscription (if any) and fees payable by Members to the Company shall be determined by the Board and may vary from time to time. The Board shall also determine the timing and manner of payment.
17. Members whose subscriptions and/or fees have not been paid and received by the date set by the Board shall not be entitled to receive any of the benefits, advantages, privileges and services of membership unless otherwise approved in writing by the Board.
18. Any Affiliated Touch Competition Organiser, Associate Member or Restricted Member shall cease to be a Member of the Company if:
 - (a) A resolution to wind up that organisation is passed; or
 - (b) The organisation or person notifies the Company in writing of their resignation as a Member; or
 - (c) The organisation or person fails to meet financial or other obligations to the Company by a date notified in writing by the Board to the Member. Such notification shall include a clear statement from the Board for the reason the notification is being sent.
19. Any Participant Member or junior Member shall cease to be a Member of the Company within 13 full calendar months of the date of their last registration with an Affiliated Touch Competition Organiser, Associate Member or Restricted Member.
20. Any Individual Member shall cease to be a Member of the Company if they cease to be a player, coach, manager or other appointed personnel associated with the National Squad.
21. The rights and privileges of membership are not transferable and shall be withdrawn when a Member ceases to be a Member for whatever reason.

General Meetings

22. The Board shall convene an annual general meeting in each calendar year (but excluding the year in which the Company is formed); the first annual general meeting shall be held not later than 18 months after the date of incorporation of the Company.
23. Not more than 15 months shall elapse between one annual general meeting and the next and each annual general meeting shall be held within 5 calendar months of the end of the Company's financial year.
24. The Board may convene a special general meeting at any time.
25. The Board must convene a special general meeting if there is a valid requisition by Members (under section 303 of the Act) or a requisition by a resigning auditor (under section 518 of the Act). A valid requisition by Members shall require signatures of not less than thirty Regional Associations, Associate Members, Participant Members or a combination thereof.

Notice of General Meetings

26. Affiliated Touch Competition Organisers, Associate Members, Regional Associations, Clubs and Participant Members shall be entitled to receive notice of all general meetings.
27. The Secretary shall inform all Members who are entitled to receive notice of the intended date of every annual general meeting not less than six weeks before that date. The Secretary shall be given notice of motions or resolutions to be brought before the Annual General Meeting not less than four weeks before the intended date. Thereafter at least 21 clear days' notice must be given of such motions or resolutions by the Secretary to all Members who are entitled to receive notice of general meetings, pursuant to article 26.
28. At least 21 clear days' notice must be given of any special general meeting at which a special resolution as defined in article 33 or a resolution requiring special notice under the Act is to be proposed; all other special general meetings shall be called by at least 14 clear days' notice.
29. A notice calling a meeting shall specify the time and place of the meeting; it shall indicate the general nature of the business to be dealt with at the meeting and if a special resolution as defined in article 33 or a resolution requiring special notice is to be proposed, the notice shall also state that fact, giving the exact terms of the resolution.
30. A notice convening an annual general meeting shall specify that the meeting is to be an annual general meeting; any other general meeting shall be called a special general meeting.
31. Notice of every general meeting shall be given to all Members entitled to receive notice, the Board and the auditor. A notice served by post shall be deemed to have been served on the day following that on which it was put into the post.
32. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of the meeting.

Special Resolutions and Ordinary Resolutions

33. For the purposes of these articles, a **special resolution** means a resolution requiring 75% or more of the votes cast on the resolution at a general meeting for it to be passed, providing proper notice of the meeting and of the intention to propose the resolution has been given in accordance with articles 26 to 32; for the avoidance of doubt, the reference to a 75% majority relates only to the number of votes cast at the meeting and no account shall be taken of abstentions or Members absent from the meeting.
34. For the purposes of the articles, an **ordinary resolution** means a resolution passed by majority vote at a general meeting and no account shall be taken of abstentions or Members absent from the meeting, providing proper notice of the meeting has been given in accordance with articles 26 to 32.

Nominations for Election to the Board

35. Nominations for election to the Board shall be lodged with the Secretary at least four weeks before the date of the annual general meeting on a form provided for that purpose. The Company Secretary must advise Regional Associations of the closed list of nominations at least three weeks before the date of the annual general meeting.

Proceedings at General Meetings

36. No business shall be transacted at any general meeting unless a quorum of Members is present; the quorum for a general meeting shall be 30 Participant Members or authorised representatives of Affiliated Touch Competition Organisers or Associate Members. The quorum must include designated representatives from at least 80% of the Regional Associations.
37. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.
38. At all general meetings, the Chief Executive Officer shall preside as chairperson. If the Chief Executive Officer is not present within 15 minutes of the appointed time for the meeting and willing to act, the President or one of the Directors present shall elect one of their number to be chairperson.
39. The chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give such notice.
40. The business to be transacted at the annual general meeting shall include, where appropriate:
- (a) roll call and appointment of returning officer and scrutineers;
 - (b) the approval of the minutes of the previous annual general meeting and of any subsequent special general meetings;
 - (c) such reports as the Board consider appropriate to bring before the annual general meeting for approval or information;
 - (d) submission of financial statements and auditor's report;
 - (e) consideration of any resolutions proposed;
 - (f) the election of the President;
 - (g) the election of Directors and Secretary;
 - (h) the appointment of an independent auditor; and
 - (i) any other competent business.

41. The Members in an annual general meeting shall elect:
 - (a) up to six Directors; and
 - (b) a Secretary.
42. in each case from nominations made in accordance with article 35. No Director shall be entitled to serve more than six years continuously (unless he is elected separately as a President in terms of Article 55) but will be eligible for re-election after an interval of one year.
43. At each annual general meeting, one third of the Directors (or the nearest number upwards) shall retire from office. If no other Director or Directors has or have decided or agreed to retire thereat, the Directors to retire at the annual general meeting shall be the one or ones longest in office since their last election but, as between persons elected or last elected on the same day, the one or ones to retire shall (unless they agree amongst themselves) be determined by lot.
44. The Members in annual general meeting shall elect up to six Directors from nominations made in accordance with article 35. No Director shall be entitled to serve more than six years continuously (unless he is elected separately as a President in terms of Article 55) but will be eligible for re-election after an interval of one year.

Voting at General Meetings

45. Any Subscriber shall have one vote.
46. Affiliated Touch Competition Organisers and Associate Members shall by resolution of its directors or management committee appoint one person as a representative. The person so appointed shall be entitled to exercise the same powers on behalf of the organisation that he represents as that organisation could exercise if it were an individual. Affiliated Touch Competition Organisers and Associate Members shall advise the Secretary of its appointed representative's name, address and phone number in writing prior to the opening of the general meeting.
47. Every person present may only exercise a vote in one capacity and may not represent more than one organisation.
48. For proxy notices the following provisions apply:
 - (a) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
 - i. states the name and address of the member appointing the proxy;
 - ii. identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - iii. is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - iv. is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
 - (b) The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
 - (c) 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.
 - (d) Unless a proxy notice indicates otherwise, it must be treated as:

- i. 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
 - ii. 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.
 - (e) 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 company by or on behalf of that person.
 - (f) An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
 - (g) 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.
 - (h) 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.
49. All matters on which a vote takes place, other than on special resolutions, shall be decided by a simple majority.
50. At any meeting an ordinary resolution put to the vote shall be by a show of hands, unless a poll is demanded. Such a demand may be made before or on the declaration of the result of the show of hands by the chairperson or any Member entitled to vote as described in article 44.
51. Unless a poll is demanded under article 49, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings shall be conclusive evidence of the fact without proof of the number of votes recorded in favour of or against the resolution.
52. In case of an equality of votes, whether on a show of hands, poll or ballot, the chairperson shall be entitled to a second or casting vote.
53. Where voting is required to be by secret ballot or where a poll is demanded, the chairperson will appoint a returning officer and scrutineers. In the event of a ballot for an election, the chairperson may not appoint any candidate for election as scrutineer or returning officer.
54. In elections to the Board for the Secretary and all Directors, votes shall be cast by the designated representatives of Regional Associations only. The outcome of such elections will be determined by a simple majority. All such elections will be open.
55. In elections for President, all Participant Members and Associate Members shall have one vote. The outcome of such elections will be determined by a simple majority. The election may be conducted through a secret ballot at the request of any Participant Member or Associate Member present at the meeting.

Winding-up

56. If the Company is to be wound up or dissolved, the winding-up or dissolution process will be carried out in accordance with the procedures set out under the Charities and Trustee Investment (Scotland) Act 2005 and the Scottish Charitable Incorporated Organisation (Removal from Register and Dissolution) Regulations 2011.
57. Any surplus assets available to the Company immediately preceding its winding up or dissolution must be used for purposes which are the same as - or which closely resemble - the purposes of the Company as set out in these Articles.

Delegation

58. Subject to the articles, the Directors may delegate any of the powers which are conferred on them under the articles:
 - (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions; as they think fit.
59. If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated. The Directors may revoke any delegation in whole or part or alter its terms and conditions.
60. The Directors 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. 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.

Procedure of Board Meetings

61. 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 58.
62. A decision of the Directors is taken to be unanimous 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.
 - (a) 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.
 - (b) 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.
 - (c) 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.
63. Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company Secretary to give such notice. Notice of any Directors' meeting must indicate:
 - (a) Its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that 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.

Notice of a Directors' meeting must be given to each Director. Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

64. 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.

In determining whether directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other. 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.

65. Following a recruitment process in accordance with the Company's policies, the Directors must appoint or reappoint a Chief Executive Officer at the first Directors' meeting following the Company's General Meeting.

66. At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting. The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two. 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.

67. The Directors may appoint a Director or Chief Executive Officer to chair their meetings. The person so appointed for the time being is known as the chairman. The Directors may terminate the chairman's appointment at any time. If the chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

68. If the numbers of votes for and against a proposal are equal, the chairman or other Director chairing the meeting has a casting vote.

Chief Executive Officer and Directors' Conflicts of Interest

69. The Chief Executive Officer and Directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by Chief Executive Officer and any Director which would, if not authorised, involve Chief Executive Officer or a Director breaching his duty under section 175 of the Act to avoid conflicts of interest provided that the required quorum at the meeting at which the matter is considered is met without counting the Chief Executive Officer or Director in question or any other interested Director (**Conflict**).
70. Any authorisation of a Conflict under this article 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 so authorised;
 - (b) be subject to such terms and for such duration, or impose such limits or conditions as the Chief Executive Officer and Directors may determine; and
 - (c) be terminated or varied by the Directors at any time.

This will not affect anything done by the Chief Executive Officer or Director prior to such termination or variation in accordance with the terms of the authorisation.

71. In authorising a Conflict the Board may decide (whether at the time of giving the authorisation or subsequently) that if the Chief Executive Officer or a Director has obtained any information through his involvement in the Conflict otherwise than as the Chief Executive Officer or a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Chief Executive Officer or Director is under no obligation to:
- (a) disclose such information to the Director or to any Director or other officer or employee of the company; or
 - (b) use or apply any such information in performing his duties as a Director,
- where to do so would amount to a breach of that confidence.
71. Where the Directors authorise a Conflict, the Board may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director:
- (a) is excluded from discussions (whether at meetings of the Board or otherwise) related to the Conflict;
 - (b) is not given any documents or other information relating to the Conflict; and
 - (c) may or may not vote (or may or may not be counted in the quorum) at any future Board meetings in relation to any resolution relating to the Conflict.
72. Where the Board authorises a Conflict:
- (a) The Chief Executive Officer or Director will be obliged to conduct himself in accordance with any terms imposed by the Board in relation to the Conflict, and insofar as he does not do so their authorisation will no longer be valid; and
 - (b) The Chief Executive Officer or Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Board imposes in respect of its authorisation and provided that the conflicted Director is not in breach of his duties set out in sections 171 to 177 of the Act otherwise than by reason of the mere existence of the conflict.
73. The Chief Executive Officer or Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Board or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

Indemnity

74. Subject to article 75, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

(a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him (except in the case of fraud, wilful default or gross negligence by such officer) as a relevant officer,

i. in the actual or purported execution and/or discharge of his duties or in relation to them; and

ii. in relation to the Company's (or associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including in each case any liability incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, but not including any of the matters set out in section 234(3) of the Act; and

(b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 71(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

(c) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by other provision of law.

(d) In this article:

Companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

a "relevant officer" means any Director or other officer or former Director or other officer of the Company or an associated company (including any company which is a trustee of an occupational scheme (as defined in section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor).

Insurance

75. 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.