

ARTICLES OF ASSOCIATION
OF
HOUNSLOW EDUCATION PARTNERSHIP LIMITED

brownejacobson

Browne Jacobson LLP
Victoria Square House
Victoria Square
Birmingham
B2 4BU

Tel: (0121) 237 3900
Fax: (0121) 236 1291
DX : 727740 Birmingham 62
E-mail: info@brownejacobson.com

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
HOUNSLOW EDUCATION PARTNERSHIP LIMITED

INTRODUCTION

1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

“Academy”	means an academy pursuant to arrangements under the Academies Act 2010 and/or an academy pursuant to arrangements under Section 482 Education Act 1996;
“Act”	means the Companies Act 2006;
“Articles”	means the Company’s articles of association for the time being in force;
“board”	means the board of directors of the Company from time to time;
“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;
“Company”	means Hounslow Education Partnership Limited, the company intended to be regulated by these Articles;
“director”	means a director for the time being of the Company;
“eligible director”	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);
“Executive Director”	means any director who provides services to the Company for remuneration or other benefits whether or not under a contract of

service;

“Foundation School”	means a foundation or foundation special school as defined in Part II of the Schools Standards and Framework Act 1998;
“Founding Director”	means a director appointed by the Partnership Transition Board, being the task group appointed to establish the Company;
“Maintained School”	means any school maintained by a local authority pursuant to its education functions;
“Model Articles”	means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 as at the date of adoption of these Articles;
“Partnership Director”	means a director appointed by the members pursuant to Article 17.7 who is not a School Person;
“Regulations”	means The School Companies Regulations 2002;
“School”	means any Hounslow Academy, Foundation School, Maintained School or VA School which is a member of the Company;
“School Director”	means a director appointed pursuant to Article 17.2;
“School Person”	means any person who is a headteacher, executive headteacher, principal or executive principal of a Hounslow state funded School;
“Supervising Authority”	means Hounslow London Borough Council or such other local authority designated as the supervising authority for the Company from time to time pursuant to the Regulations;
“VA School”	means a voluntary aided Hounslow school maintained by a local authority pursuant to its education functions;

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

- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
 - 1.4 A reference in these Articles to “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.
 - 1.7 In these Articles, unless the contrary intention appears, words importing the singular number include the plural number and vice versa and words importing one gender include the other genders.
 - 1.8 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
 - 1.9 Articles 2, 8, 9(1), 9(3), 11(2), 11(3), 13, 14(1), 14(2), 14(3), 14(4), 17(2), 22(1), 38 and 39 of the Model Articles shall not apply to the Company.
 - 1.10 Article 7 of the Model Articles shall be amended by:
 - (a) the insertion of the words “for the time being” at the end of Article 7(2)(a); and
 - (b) the insertion in Article 7(2) of the words “(for so long as he remains the sole director)” after the words “and the director may”.
 - 1.11 Article 24 of the Model Articles shall be amended by in the insertion of the sentence “Two thirds of members, each being a member or a proxy of a member or a duly authorised representative of a member organisation entitled to vote upon the business to be transacted shall constitute a quorum.” At the end of Article 24.
- 2 The registered office of the Company is to be situated in England and Wales.

OBJECTS

- 3 The Company’s objects (the “**Objects**”) shall be:

- 3.1 to deliver the vision statement of the Schools to embody collective responsibility and ambition for the educational opportunity of all children and young persons in Hounslow;
- 3.2 to supply education related services and facilities to schools, colleges, local authorities, children, young people, parents, families, adult learners, companies, corporations, trusts, associations and institutions;
- 3.3 to provide services to and/or establish, maintain, carry on, manage and develop systems, practices, schools and provision for students with significant learning, attendance and behavioural needs and/or at risk of permanent exclusion;
- 3.4 to provide and partake in school improvement and related services to schools, colleges, local authorities, companies, corporations, trusts, associations and institutions;
- 3.5 to provide such services and facilities which are required for the proper operation of the Schools; and
- 3.6 to carry out any other activities ancillary or incidental to carrying out the objects listed in Articles 3.1 to 3.5.

POWERS

- 4 The Company shall have power to do anything that a natural or corporate person can lawfully do which is necessary and expedient to achieve its Objects, except as expressly prohibited in these Articles and in particular it has powers:
 - 4.1 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company;
 - 4.2 to acquire, alter, improve, and (subject to such consents as may be required by law) to charge, dispose or otherwise turn to account all or any part of the property and rights of the Company;
 - 4.3 to provide educational facilities and services to students of all ages and the wider community;
 - 4.4 to employ such staff as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependents;
 - 4.5 to subscribe or guarantee money for any national, local, charitable, benevolent, public, general or useful object or for any exhibition or other purpose which may be considered likely, directly or indirectly, to further the Objects of the Company;
 - 4.6 to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;

- 4.7 subject to Article 5, to borrow and raise money (subject to such consents as may be required by law) for the furtherance of the Objects in such manner and on such security as the Company may think fit;
- 4.8 to invest the monies of the Company not immediately required for the furtherance of its Objects in such investments as may be thought proper, and to hold, sell or otherwise deal with such investments;
- 4.9 to amalgamate or enter into any partnership or any joint purse or profit sharing arrangement, or co-operate in any way with any person, firm, or company carrying on or proposing to carry on any business or operation within the objects of the Company, and to assist any such person, firm or company;
- 4.10 to apply for, promote and obtain any Act of Parliament, or other licence, permission or authority for enabling the Company to carry any of the Objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient; to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interests, and to enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any corporations, companies or persons, that may seem conducive to the attainment of the Company's objects or any of them;
- 4.11 to act as agents or brokers and as trustees for any person, firm or company, to undertake and perform sub-contracts, and to act in any of the businesses of the Company through or by means of agents, brokers, subcontractors or others;
- 4.12 to promote any company for the purpose of acquiring all or any of the property or undertaking any of the liabilities of the Company, the promotion of which shall be considered to be calculated to advance directly or indirectly the Objects of the Company;
- 4.13 to insure any of the property or assets of the Company against any insurable risk or risks and to effect, purchase or take assurances on the lives of any debtors to the Company, or on the lives of any other persons in whom the Company may have an insurable interest;
- 4.14 to sell and in any other manner deal with or otherwise dispose of the whole or any part of the business or property of the Company for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock, or securities of any other organisation;
- 4.15 to provide indemnity insurance to cover the liability of directors which by virtue of any rule of law would attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company. Provided that any such insurance shall not extend to any claim arising from any act or omission which the directors knew to be breach of trust or breach of duty or which was committed by the directors in reckless disregard of whether it was a breach of trust or a breach of duty or not and

provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors; and

- 4.16 to do all such other lawful things as are necessary for or incidental to or conducive to the achievement of the Objects.
- 5 The Company shall not, without the prior written consent of the Supervising Authority, have the power to borrow any funds, whether secured or unsecured.
- 6 The income and property of the Company shall be applied solely towards the promotion of the Objects and whilst the Company is trading no portion of its income or property shall be paid or transferred to any member of the Company **PROVIDED THAT** nothing shall prevent the Company from distributing any property it may own when it is wound up between the members of the Company in equal shares and **FURTHER PROVIDED THAT** nothing shall prevent the Company from making payment in good faith at a reasonable and proper rate to any member, officer or servant of the Company in respect of remuneration for services rendered, interest on moneys lent, rent for premises demised or reimbursement of out-of-pocket expenses.

MEMBERS

- 7 The subscribers to the Company's memorandum of association and such other persons as are admitted to membership in accordance with the Articles shall be members of the Company. No person shall be admitted a member of the Company unless he is approved by the directors.
- 8 Two thirds of the members may agree in writing to appoint such additional members as they think fit. Every person nominated to become a member shall sign a written consent to become a member or on becoming a member.
- 9 Membership shall not be transferable.
- 10 Only persons in the following categories are permitted to become members of the Company:
 - 10.1 the governing body of a Maintained School;
 - 10.2 the governing body of an Academy;
 - 10.3 a local authority in England;
 - 10.4 the proprietor of an independent school or the governing body of an independent school (if the governing body has legal personality) which provides full-time education for five or more pupils of compulsory school age;
 - 10.5 a company which has as a significant proportion of its business the provision of education or educational or ancillary services or goods;
 - 10.6 a higher education institution;

- 10.7 a further education institution; and
 - 10.8 any individual who is not excluded from membership of a school company by Schedule 1 to the Regulations.
- 11 All members agree when acting as members they shall act at all times in the interests of the Company and in order to attain the Objects.
- 12 A member shall immediately cease to be a member of the Company if:
- 12.1 they are dissolved or otherwise cease to exist and is not replaced by a successor institution; or
 - 12.2 their membership is terminated in accordance with Article 13; or
 - 12.3 they become insolvent or make any composition with that member's creditors generally; or
 - 12.4 they have withdrawn their membership from the Company by giving twelve weeks' prior written notice to the directors.
- 13 Membership of the Company shall be terminated on the date set out in any special resolution passed at a general meeting resolving that such member's membership is terminated subject to the following:
- 13.1 the board must give the member at least 30 days' written notice in advance of the general meeting. The notice to the member must set out particulars as to the reasons why termination of membership is in the interests of the Company, and must request the member to attend the meeting to answer the particulars;
 - 13.2 at the general meeting called for this purpose the members shall consider the evidence presented by the board and by the member (if any). The meeting may take place even if the member does not attend;
 - 13.3 if the resolution to terminate the member's membership of the Company is passed in accordance with this Article, the member shall immediately cease to be a member.
- 14 Each year during September the directors of the Company shall call a general meeting ("**Annual Meeting**"):
- 14.1 where the directors shall present a report and review of the activities of the Company over the preceding 12 months;
 - 14.2 to appoint directors to the board pursuant to the provision of these Articles; and
 - 14.3 to conduct any other business set out in the notice convening such Annual Meeting.

LIABILITY OF MEMBERS

15

- 15.1 The liability of the members is limited to £10.
- 15.2 Every member of the Company undertakes to contribute such amount as may be required, not exceeding £10, to the Company's assets if it should be wound up whilst he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustments of the rights of the contributories among themselves.

DIRECTORS

16 NUMBER OF DIRECTORS

- 16.1 Unless otherwise determined by ordinary resolution the number of directors shall not be subject to any maximum but shall not be fewer than six.
- 16.2 The members may appoint Partnership Director in accordance with Article 17.7.
- 16.3 No fewer than six directors shall be School Directors appointed in accordance with Articles 17.2 to 17.6 inclusive.
- 16.4 Subject to Article 16.1, the board may also appoint up to two persons as co-opted directors.
- 16.5 No more than 50 per cent of the directors of the Company at any one time shall be Executive Directors.

17 APPOINTMENT OF DIRECTORS

- 17.1 The first directors shall be those persons named in the statement delivered pursuant to sections 9 and 12 of the Companies Act 2006 and shall include the Founding Directors who will serve a two year term of office from incorporation of the Company. Further directors shall be appointed or elected, as the case may be, under these Articles.
- 17.2 Subject to Articles 16 and 17.3, no fewer than six School Persons shall be directly or indirectly elected to the board as School Directors from amongst the membership of the Company in accordance with any policy decided by the board for that purpose.
- 17.3 The policy for the election of School Directors pursuant to Article 17.2 shall provide that of the six School Directors:
 - (a) one shall be a School Person connected to a Special School which is a member of the Company;

- (b) two shall be School Persons connected to Secondary Schools which are members of the Company; and
- (c) three shall be School Persons connected to Primary Schools which are members of the Company and each School Person elected must be an individual representative from each locality, namely West, Central and East;

PROVIDED THAT if there are no members in any one or more category of school referred to in sub-paragraphs (a) to (c) then the requirement under this Article shall not apply in respect of such category or categories.

- 17.4 The Chair shall announce the results of the elections at or before each relevant Annual Meeting and the persons so elected shall be duly appointed as School Directors with effect from the end of that Annual Meeting and without any further formality.
- 17.5 Subject to Article 19, each School Director shall be elected to the board for a term of three years (or as close thereto as practicable) commencing from the date of the Annual Meeting at which they are elected.
- 17.6 A School Director who retires under Article 17.5 above may, if willing and eligible to act, be re-elected provided no School Director may serve in office for more than two consecutive terms.
- 17.7 Subject to Articles 16 and 19, the members may by ordinary resolution from time to time appoint up one person as an Partnership Director and shall by ordinary resolution have the power to remove from office any such Partnership Director.

18 CASUAL VACANCIES

Subject to Articles 16 and 19, vacancies on the board may only be filled according to the following:-

- 18.1 For the Partnership Director, the board may fill the vacancy on the board solely until the next Annual Meeting;
- 18.2 For School Directors, where there remains one year or less until retirement under Article 17.5, the board may subject to complying with the provisions of Article 17.2 fill the vacancies on the board;
- 18.3 For School Directors, where there remains more than one year until retirement under Article 17.5, the board may not fill the vacancies on the board but the members may subject to complying with the provisions of Article 17.3 fill such vacancies.

19 DISQUALIFICATION AND REMOVAL OF DIRECTORS

A person shall be ineligible for appointment to the board and if already appointed shall immediately cease to be a director if the relevant individual:-

- 19.1 ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a company director;
- 19.2 is or becomes a person disqualified from elected membership of a local authority;
- 19.3 becomes bankrupt or makes any arrangement or composition with his creditors generally;
- 19.4 is convicted of any criminal offence (other than minor offences under the Road Traffic Acts or the Road Safety Acts for which a fine or non-custodial penalty is imposed or any conviction which is a spent conviction for the purposes of the Rehabilitation of Offenders Act 1974);
- 19.5 is, or may be, suffering from mental disorder and either:-
 - (a) is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
 - (b) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his/her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs;
- 19.6 resigns his office by notice to the Company;
- 19.7 or ceases to be a head teacher or principal of a School; or
- 19.8 terms of office has expired and they have not been reappointed.

20 CHAIR

At the first board meeting following incorporation the directors shall appoint one of the Founding Directors to be the interim chair of the board and the board will make arrangements to appoint an independent chair, who has the appropriate skills. The board will set up a recruitment process, construct paperwork and determine appropriate remuneration for the independent chair.

21 UNANIMOUS DECISIONS

- 21.1 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.
- 21.2 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.

21.3 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.

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.

23 CALLING A DIRECTORS' MEETING

23.1 Any director may call a directors' meeting by giving not less than five business days' notice of the meeting (or such shorter notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.

23.2 Notice of a directors' meeting shall be given to each director by email to such email address notified (from time to time) by each director to the Company for such purposes.

24 QUORUM FOR DIRECTORS' MEETINGS

24.1 The quorum for the transaction of business at a meeting of directors is 50 per cent of eligible directors entitled to vote on the business of the meeting.

24.2 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; or
- (b) to call a general meeting so as to enable the members to appoint further directors.

25 CASTING VOTE AT DIRECTORS' MEETINGS

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chair does not have a casting vote.

26 RESTRICTIONS ON ENTERING INTO CONTRACTS IN WHICH A DIRECTOR HAS AN INTEREST

26.1 The Company may only enter into a contract with a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company if:

- (a) the goods or services supplied to the Company under the contract are required by the Company; and
- (b) the nature and level of consideration is no more than is reasonable in relation to the value of the goods or services.

26.2 For the purposes of Article 26.1, a director has an interest in a contract if the following conditions are met and one of the conditions in paragraph (c) is met:

- (a) the contract is for the supply of goods or services in return for a payment or other material benefit; and
- (b) the contract is not for the supply of services within the scope of the ordinary duties of the director; and
- (c) one of the following applies:
 - (i) the director is a party to the contract;
 - (ii) a firm of which the director is a partner is party to the contract; or
 - (iii) a company or unincorporated association of which he is a member, is a party to the contract and where the company of which he is a member is limited by shares, he is a member holding more than 1% of the issued share capital of the company.

27 DIRECTORS' CONFLICTS OF INTEREST

27.1 Subject to Article 28.3, whenever a director has an interest, whether pecuniary or non-pecuniary, in a matter to be discussed at a meeting of the directors or a committee, the director concerned must:

- (a) declare an interest at the time that, or before, discussion begins on the matter;
- (b) unless the interest is of the type specified in Article 27.2 withdraw from the meeting for that item;
- (c) not be counted in the quorum for that part of the meeting; and
- (d) withdraw during the vote and have no vote on the matter.

27.2 Subject sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act where the interest arises solely because of the director's employment with a School, such director:

- (a) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested; and
- (b) shall be entitled to vote at a meeting of directors (or a committee of the directors) or participate in any unanimous

decision, in respect of such contract or proposed contract in which he is interested.

28 REMUNERATION OF DIRECTORS

- 28.1 The directors shall establish a committee to be called the "Remuneration Committee" to recommend to the directors the terms of service and remuneration of the Company's executive directors. The provisions of Article 27.1 shall apply to the constitution, membership and proceedings of the Remuneration Committee PROVIDED THAT the members of the Remuneration Committee shall solely comprise of all of the Company's non-executive directors from time to time otherwise.
- 28.2 The directors shall, on the recommendation of the Remuneration Committee, determine the terms of service and remuneration of the Company's executive directors.
- 28.3 No director shall be entitled to be present or to vote when their own remuneration or their own terms of service are being discussed. Nothing in this Article shall prevent a director from being present or voting upon benefits (including the provision of pensions and insurance) which are provided equally for all directors or for all executive directors of the Company.

29 COMMITTEES

Subject to these Articles, the directors may establish any committee. Subject to these Articles:

- (a) the constitution, membership and proceedings of any committee shall be determined by the directors. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of the board so far as they are capable of applying;
- (b) the establishment, terms of reference, constitution and membership of any committee of the directors shall be reviewed at least once in every twelve months;
- (c) the membership of any committee of the directors may include persons who are not directors, provided that a majority of members of any such committee shall be directors;
- (d) no vote on any matter shall be taken at a meeting of a committee of the directors unless the majority of members of the committee present are directors.

ADMINISTRATIVE ARRANGEMENTS

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;
- (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, two hours 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 be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

31 INDEMNITY

31.1 Subject to Article 31.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - (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 any 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 judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from

liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 31.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

31.2 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.

31.3 In this Article (and Article 32):

- (a) a **“relevant officer”** means any director or other officer or former director or other officer of the Company or an associated company (including a company which is a trustee of an occupational pension scheme (as defined by 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); and
- (b) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

32 INSURANCE

32.1 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.

32.2 In this Article:

- (a) a **“relevant officer”** shall have the meaning given in Article 31.3(a);
- (b) a **“relevant loss”** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.