THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

FIRE TEST STUDY GROUP LIMITED

Company No. 03010465

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

FIRE TEST STUDY GROUP LIMITED (the "Company")

(Adopted by special resolution passed on 23 September 2024)

Interpretation, objects and limitation of liability

1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Appointor: has the meaning given in article 14(1);

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

Associate Member: means a person who becomes an Associate Member in accordance with article 20(5) but who shall not, for the avoidance of doubt, be a Member;

bankruptcy: includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and a Change **of** Control occurs if a person who Controls any body corporate ceases to do so or if another person acquires Control of such body corporate PROVIDED THAT there shall be no Change of Control of a body corporate if Control of it is acquired by another body corporate (the **Acquiring Company**) and the shares of the Acquiring Company, immediately following such an acquisition, are held by the shareholders of such body corporate in materially the same proportion as they held shares therein immediately prior to the acquisition;

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 Company;

director: means a director of the Company and includes any person occupying the position of director, by whatever name called;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form: has the meaning given in section 1168 of the Act;

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

Interested Director: has the meaning given in article 10.1;

Member: means a person whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly;

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;

ordinary resolution: has the meaning given in section 282 of the Act;

participate: in relation to a director's meeting, has the meaning given in Model Article 10;

proxy notice: has the meaning given in Model Article 31;

secretary: means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

special resolution: has the meaning given in section 283 of the Act;

subsidiary: has the meaning given in section 1159 of the Act; and

writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

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 an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.

1.6 Any word following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.

1.8 The following Model Articles shall not apply to the Company:

(a) 1 (Defined terms);

(b) 2 (Liability of Members);

(c) 8 (Unanimous decisions);

(d) 9(1) and (3) (Calling a directors' meeting);

(e) 11(2) and (3) (Quorum for directors' meeting);

(f) 13 (Casting vote);

(g) 14 (1), (2), (3) and (4) (Conflicts of interest);

(h) 17(2) (Methods of appointing directors);

(i) 21 (Applications for membership);

(j) 22 (Termination of membership);

(k) 30(2) (Poll votes);

(l) 31(1)(d) (Content of proxy notices);

(m) 35 (Company seals);

(n) 38 (Indemnity);

(o) 39 (Insurance).

1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".

1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:

(a) the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and

(b) the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

(c) the insertion of the words at the end of Model Article 7(2) "A sole director shall be entitled to exercise all powers and discretions conferred on the directors by the Act or the Articles and that nothing in these Articles is to be construed as requiring the company to have more than one director ".

1.11 Model Article 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

2. Income

2.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.

2.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:

(a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;

(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.

3. Winding-up

On the winding-up of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body to be determined by resolution of the Members at or before the time of winding up and, subject to any such resolution of the Members, may be made by resolution of the directors at or before the time of winding up.

4. Guarantee

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

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

(b) payment of the costs, charges and expenses of the winding up, and

(c) adjustment of the rights of the contributories among themselves.

Directors

5. Appointment of directors

5.1 Directors shall be appointed by ordinary resolution passed at a general meeting of the Company, at which any person to be appointed as a director shall require to be proposed and seconded by or on behalf of a Member. Each Member shall be entitled to propose a person from within their organisation as a director. Every director shall be a salaried employee of, or retained under a contract for services with, a Member. The Secretary of the Company may also be proposed and seconded as a director by the directors if they consider that this would make administration of the Company more efficient.

5.2 The appointment of a director under this article shall be for a period of 5 years, subject to article 5.4 and subject to the right of any such director to resign their appointment at any time.

5.3 No director shall be appointed otherwise than as specifically permitted in these Articles.

5.4 If a Member ceases to be a Member, the appointment of any director who is a salaried employee of, or retained under a contract for services with, such Member will terminate upon the date the Member so ceases.

6. Decisions of the directors

6.1 A decision of the directors is taken in accordance with this article when at least two-thirds in number of all Eligible Directors indicate to each other by any means that they share a common view on a matter.

6.2 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.

6.3 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.

6.4 Provided that the quorum requirements have been satisfied, a decision taken by the directors shall not subsequently be invalidated due to the discovery of any irregularity in procedure or the appointment of a director.

7. Calling a directors' meeting

7.1 Any director may call a directors' meeting by giving not less than 10 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the secretary (if any) to give such notice.

7.2 Notice of a directors' meeting shall be given to each director in writing.

7.3 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

7.4 Directors' meetings shall be held at least four times in each calendar year.

7.5 Persons other than directors may be invited to attend parts of board meetings if the directors so decide.

7.6 The chair of the board of directors and a vice chair of the board of directors shall be appointed by resolution of the directors for a period of two years. Unless otherwise resolved by the directors, at the end of each such two year period, the then current vice chair shall become the chair for a period of two years and a new vice chair of the board of directors shall be appointed by resolution of the directors for a period of two years.

8. Quorum for directors' meetings

8.1 Subject to article 10.2, the quorum for the transaction of business at a meeting of directors is any three Eligible Directors.

8.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 10 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

8.3 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 to call a general meeting so as to enable the Members to appoint further directors.

9. Casting vote

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

9.2 Article 9.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairperson or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

10. Directors' conflicts of interest

10.1 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 their duty to avoid conflicts of interest under section 175 of the Act.

10.2 Any authorisation under this article 10 shall be effective only if:

(a) the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

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

(c) 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.

10.3 Any authorisation of a Conflict under this article 10 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 their involvement in the Conflict and otherwise than through their position as a director of the Company) information that is confidential to a third party, they shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and

(f) permit the Interested Director to absent themselves 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.

10.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the directors in relation to the Conflict.

10.5 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.

10.6 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 Company for any remuneration, profit or other benefit which they derive 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 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.

10.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided the director has declared the nature and extent of their 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 Company:

(a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company 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 they are 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 they are interested;

(d) may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if that director 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 Company is otherwise (directly or indirectly) interested; and

(f) shall not, save as they may otherwise agree, be accountable to the Company for any benefit which that director (or a person connected with them (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 their duty under section 176 of the Act.

11. 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.

12. Vacation of office by director

12.1 Without prejudice to the provisions of article 5.4, the office of a director shall be vacated if:

(a) the director resigns by notice in writing delivered to the secretary at the Company's registered address;

(b) the director ceases to be a director by virtue of any provision of the Companies Acts, is removed from office pursuant to these Articles or the Act or becomes prohibited by law from being a director;

(c) the director becomes bankrupt or makes an arrangement or composition with their creditors generally;

(d) a registered medical practitioner who is treating the director gives a written opinion to the Company stating they have become physically or mentally incapable of acting as a director and may remain so for more than three months, or is or has been suffering from mental or physical ill health and the directors resolve that their office be vacated; or

(e) the director is absent (whether or not any alternate director appointed by the director attends), without the permission of the directors, from board meetings for six consecutive months.

13. Number of directors

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall be no more than six and shall not be less than three.

14. Appointment and removal of alternate directors

14.1 Any director (other than an alternate director) (**Appointor**) may appoint as an alternate any other director, or any other person who is a salaried employee of, or retained under a contract for services with, the Member who appointed such 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 Appointor.

14.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.

14.3 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 they are willing to act as the alternate of the director giving the notice.

15. Rights and responsibilities of alternate directors

15.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the Appointor.

15.2 Except as the Articles specify otherwise, alternate directors are:

(a) deemed for all purposes to be directors;

(b) liable for their own acts and omissions;

(c) subject to the same restrictions as their Appointors; and

(d) 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 their Appointor is a Member.

15.3 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) shall not be counted as more than one director for the purposes of determining whether a quorum is present.

15.4 A director who is also an alternate director is entitled, in the absence of their Appointor(s), to a separate vote on behalf of each Appointor, in addition to their own vote on any decision of the directors (provided that an Appointor for whom they exercise a separate vote is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

15.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if they were a director but shall not be entitled to receive any remuneration from the Company 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 Company from time to time direct.

16. 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 Company 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.

17. Delegation to committee/working group

17.1 The directors may delegate any of their powers, authorities and discretions for such time on such terms and subject to such conditions as they think fit to any committee or working group (consisting of persons from within Members or from outside Members) which will produce and present to the directors for their approval proposals based on the remit given to them by the directors .

18. Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such

person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors. The secretary shall keep minutes of all board meetings and of any committees of the board of directors or working groups. Signed copies of all such minutes shall be retained by the Company.

19. Change of company name

The name of the Company may be changed by:

(a) a decision of the directors; or

(b) a special resolution of the Members,

or otherwise in accordance with the Act.

Members: becoming and ceasing to be a member

20. Membership

20.1 The Company shall admit to Membership an organisation which:

(a) applies to the Company using the Company's application process; and

(b) is approved by a majority of the directors.

A letter shall be sent to each successful applicant confirming their Membership of the Company and the details of each successful applicant shall be entered into the Register of Members by the secretary.

20.2 An application for Membership shall be in such form and with such accompanying documentation as the directors shall specify from time to time.

20.3 The directors may in their absolute discretion decline to accept any application for Membership and need not give reasons for doing so. In particular but without prejudice to the generality of the foregoing, the directors may exclude from Membership any companies in respect of which a formal claim has been made anywhere in the world of acting in an anti-competitive manner.

20.4 A Member must either be:

• An organisation which runs a fire test laboratory or laboratories which are UKAS accredited to ISO17025 and which are located in the UK; and / or

• An organisation operating one or more UKAS accredited third party voluntary certification schemes to ISO 17065, where the certification of those products includes fire performance claims, and where the schemes are operated from a UK address.

20.5 In addition to Members, there shall be a category of Associate Member of the Company, the requirements for qualification as an Associate Member, fees payable and the benefits thereof being as specified by the directors from time to time.

20.6 All Members must pay to the Company an annual Membership fee to be decided by the directors from time to time.

21. Transfer of membership

21.1 A Member may not transfer their membership to another person without the consent of the other Members.

21.2 Where any such transfer occurs, following deposit of the instrument of transfer at the registered office, the secretary shall, as soon as reasonably practicable, register the transferee in the Register of Members of the Company and notify the transferee of the date they become a Member.

21.3 No fee shall be charged for registering the transferee in the Register of Members.

21.4 When a Member dies or becomes bankrupt (if an individual) or goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company (if a company), the Membership shall automatically cease.

21.5 A Member may withdraw from Membership of the Company by giving 6 months' notice to the Company in writing and any person ceasing to be a Member shall be removed from the Register of Members.

22. Expulsion of member

22.1 The Members may by special resolution terminate the Membership of any Member without their consent by giving the Member 14 days' written notice if, in the reasonable opinion of a majority of the other Members, the Member:

(a) is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company 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 Company as a whole; or

(c) has ceased to qualify for Membership; or

(d) has failed to observe the terms of these Articles, including payment of the Membership fee.

Following such termination, the Member shall be removed from the Register of Members by the secretary.

22.2 Where there is a Change of Control of a Member, such Member shall notify the Company in writing thereof forthwith, providing such further information as the Company shall reasonably require. The membership of such Member shall terminate with effect from the date of such Change of Control and such Member (or the person who acquired Control of such Member) shall be required to re-apply/apply for membership under Article 20.1 of these Articles.

22.3 A Member whose Membership is terminated under this article shall not be entitled to a refund of any subscription or Membership fee.

Decision making by members

23. Votes of members

Subject to the Act, at any general meeting:

every Member (provided that they have paid their Membership fee in full) who is present in person (or by proxy) shall on a show of hands have one vote.

24. Meeting Attendance and Proxies

24.1 Each Member shall formally nominate as a proxy a person from their organisation who can attend, speak on its behalf and cast votes at general meetings. They shall be a salaried employee of or contractor under a contract of services with the Member.

24.2 The quorum at any general meeting of the Company, or adjourned general meeting, shall be at least two-thirds of the Members present in person or by proxy. No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

24.3 Model Article 31(1)(d) shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

24.4 Model Article 31(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

Administrative arrangements

25. Means of communication to be used

25.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

(a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;

(b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;

(c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

(d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

25.2 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.

26. Rules

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

27. Indemnity and insurance

27.1 Subject to article 27.2, 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 them as a relevant officer:

(i) in the actual or purported execution and/or discharge of their duties, or in relation to them,

including any liability incurred by them in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their 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 them in connection with any proceedings or application referred to in article 30.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

27.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

27.3 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.

27.4 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 Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

(c) a **relevant officer** means any director or other officer or former director or other officer of the Company, but excluding any person engaged by the Company as auditor (whether or not they are also a director or other officer), to the extent they act in their capacity as auditor.