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## SCHEDULES

### SCHEDULE 6

#### PARTICULARS IN COMPANY ACCOUNTS OF LOAN AND OTHER TRANSACTIONS FAVOURING DIRECTORS AND OFFICERS

#### PART I

#### MATTERS TO BE DISCLOSED UNDER SECTION 232

##### *The particulars required by this Part*

- 9 (1) Subject to the next paragraph, the particulars required by this Part are those of the principal terms of the transaction, arrangement or agreement
- (2) Without prejudice to the generality of sub-paragraph (1), the following particulars are required—
- (a) a statement of the fact either that the transaction, arrangement or agreement was made or subsisted (as the case may be) during the financial year ;
  - (b) the name of the person for whom it was made and, where that person is or was connected with a director of the company or of its holding company, the name of that director;
  - (c) in a case where paragraph 1(c) or 2(c) applies, the name of the director with the material interest and the nature of that interest;
  - (d) in the case of a loan or an agreement for a loan or an arrangement within section 330(6) or (7) of this Act relating to a loan—
    - (i) the amount of the liability of the person to whom the loan was or was agreed to be made, in respect of principal and interest, at the beginning and at the end of the financial year;
    - (ii) the maximum amount of that liability during that year;
    - (iii) the amount of any interest which, having fallen due, has not been paid ; and
    - (iv) the amount of any provision (within the meaning of Schedule 4 to this Act) made in respect of any failure or anticipated failure by the borrower to repay the whole or part of the loan or to pay the whole or part of any interest on it;
  - (e) in the case of a guarantee or security or an arrangement within section 330(6) relating to a guarantee or security—
    - (i) the amount for which the company (or its subsidiary) was liable under the guarantee or in respect of the security both at the beginning and at the end of the financial year;
    - (ii) the maximum amount for which the company (or its subsidiary) may become so liable : and

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- (iii) any amount paid and any liability incurred by the company (or its subsidiary) for the purpose of fulfilling the guarantee or discharging the security (including any loss incurred by reason of the enforcement of the guarantee or security); and
  - (f) in the case of any transaction, arrangement or agreement other than those mentioned in sub-paragraphs (d) and (e), the value of the transaction or arrangement or (as the case may be) the value of the transaction or arrangement to which the agreement relates.
- 10 In paragraph 9(2) above, sub-paragraphs (c) to (f) do not apply in the case of a loan or quasi-loan made or agreed to be made by a company to or for a body corporate which is either—
- (a) a body corporate of which that company is a wholly-owned subsidiary or
  - (b) a wholly-owned subsidiary of a body corporate of which that company is a wholly-owned subsidiary, or
  - (c) a wholly-owned subsidiary of that company,
- if particulars of that loan, quasi-loan or agreement for it would not have been required to be included in that company's annual accounts if the first-mentioned body corporate had not been associated with a director of that company at any time during the relevant period.