

HALTON VOLUNTARY ACTION

Memorandum and Articles of Association

Charity Registration Number 1025903
Number 2590747

Company Limited by Guarantee

Company Number 2590747

**THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION OF
HALTON VOLUNTARY ACTION**

1. Name of Company

The name of the company (called in this document "the Company") is Halton Voluntary Action.

2. Registered Office

The registered office of the Company will be situated in England.

3. Objects of the Company

The Company is established for the following objects:-

To promote any charitable purposes for the benefit of the community in the area known as the Borough of Halton (the "area of benefit", and in particular the advancement of education, the furtherance of health, the relief of poverty, distress and sickness, and the provision or assistance in the provision of facilities in the interests of social welfare for the recreation or other leisure time occupation of the inhabitants of the area of benefit with the object of improving their conditions of life.

4. What the Company may do

In furtherance of the said objects, but not further or otherwise, the Company shall have power:

- (a) to cause to be written, and printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents or films or recorded tapes;
- (b) to hold exhibitions, meetings, lectures, classes, seminars, and courses either alone or with others;
- (c) to foster and undertake research into any aspect of the objects of the Company and its work and to disseminate the results of any such research;
- (d) to co-operate and enter into arrangements with any authorities, national, local or otherwise;
- (e) to accept subscriptions, donations, devises and bequests and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal estate maintain and alter and of the same as are necessary for any of the objects of the Company and (subject to such consents as

may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate;

- (f) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
- (g) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques, and other instruments, and to operate bank accounts;
- (h) to borrow or raise money for the objects of the Company on such terms, with such consents as are required by law and on such security as may be thought fit but the Company may not undertake any permanent trading activities in raising funds for the objects of the Company;
- (i) to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company;
- (j) to invest the money of the Company not immediately required for its objects in or upon such investments, securities or property as may be thought fit, subject to any conditions or consents required by law and subject also to this Memorandum of Association;
- (k) to make any charitable donation either in cash or assets for the furtherance of the objects of the Company;
- (l) to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;
- (m) subject to Clause 6 to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company;
- (n) to insure risks arising from the Company's activities and to insure and arrange insurance cover for and to indemnify its officers servants voluntary workers and members from and against all such risks incurred in the course of the performance of their duties as may be thought fit;
- (o) subject to clause 6 to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Company or their dependants;
- (p) to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members at

least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association;

(q) to pay out of the funds of the Company the costs, charges and expenses necessary for the formation and registration of the Company;

(r) to establish, promote and otherwise assist any limited company or companies for the purpose of acquiring any property or of furthering in any way the Company's objects through trading and to establish such limited company or companies either as wholly owned subsidiaries of the Company or jointly with other persons, companies, government departments or local authorities and to finance such limited company or companies if the Trustees see fit by way of loan or share subscription on commercial terms provided that the Company shall seek professional legal advice before financing such companies;

(s) (1) to provide indemnity insurance to cover the liability of the Trustees:

(a) which by virtue of any rule of law would otherwise 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;

(b) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986.

(2) Any such insurance in the case of (1) (a) shall not extend to:

(a) any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Company, or where the Trustees did not care whether such conduct was in the best interests of the Company or not;

(b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees;

(c) any liability to pay a fine.

(3) Any insurance in the case of (1) (b) shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.

(t) to delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment (an "investment" is an asset which is capable of producing income and may also increase in capital value);

Provided always that :-

- (i) the Managers are authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000, or a company or firm of repute which is an authorised exempt person within the meaning of that Act;
- (ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Company;
- (iii) the Managers are under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report every transaction carried out by the Managers and report regularly on the performance of investments managed by them;
- (iv) the Company is entitled at any time to review, alter or terminate the delegation;
- (v) the Company is bound to review the arrangements for delegation at intervals but any failure by the Company to undertake such reviews will not invalidate the delegation;
- (u) to permit any investments belonging to the Company to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such;
- (v) to deal with any property which is subject to any trusts in accordance with those trusts.
- (w) to do anything else within the law which helps promote the Company's objects.

5. Use of Income and Property

The income and property of the Company must be used only in the promotion of its objects as set forth in the Memorandum of Association and no part of it may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Company and no Trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company, except as shown below under 'Allowed Payments'.

6. Allowed Payments

The Company may pay :

- (a) reasonable and proper remuneration to any member, officer or servant of the Company who is not a Trustee for any services provided to the Company;
- (b) Reasonable and proper remuneration to a Trustee for services actually rendered to the Company including the usual professional charges for services provided or business done by a Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or her firm instructed by the Company to act in a professional capacity on its behalf, PROVIDED THAT :-
 - (i) the number of Trustees so remunerated shall not exceed one third of the Trustees at any given time;
 - (ii) such Trustee shall be absent from all meetings at which the terms and conditions of his or her engagement by the Company are discussed;
 - (iii) such Trustee shall not vote on any resolution relating to his or her engagement;
 - (iv) the other Trustees are satisfied that his engagement, or that of his or her firm, is both necessary and expedient in the interests of the Company.
- (c) interest on money lent by any member of the Company or any Trustee. The rate of interest must not be more than 2% below the base rate of one of the clearing banks or 3 % whichever is the greater;
- (d) reasonable and proper rent for premises demised or let by any member of the Company or Trustee;
- (e) reasonable and proper payment to a company of which a Trustee holds not more than 1/100th part of the capital;
- (f) to any Trustee of reasonable out-of-pocket expenses;

- (g) any premium in respect of any indemnity insurance to cover the liability of the Trustees which, by virtue of any rule of law would otherwise 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 liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Company, or where the Trustees did not care whether such conduct was in the best interests of the Company or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees; and
- (h) in exceptional cases other payments or benefits but only with the prior written approval of the Charity Commission; and

PROVIDED THAT no member of the Company or Trustee shall be present during the discussion of or voting on any decision to borrow money from or pay rent or make a payment or give a benefit to that member of the Company or Trustee.

7. Alterations to this Memorandum

- 7.1 No alterations to this Memorandum may be made which would cause the Company to cease to be a charity in law. Other alterations to this Memorandum may only be made by special resolution. For a special resolution to be valid, 21 clear days' notice of it must be given and 75% of those voting vote in favour of it. Such a resolution may be passed on shorter notice if 95% of the total number of members having the right to vote agree, unless it is proposed to be passed at an annual general meeting in which case 100% of the members having the right to vote agree to such short notice.
- 7.2 Alterations may only be made to the Company's objects, or to any clause of this memorandum or articles which directs or restricts the way money or the property of the Company may be used, with the Charity Commission's prior written consent.
- 7.3 The Charity Commission and the Registrar of Companies must be informed of alterations and all future copies of the Memorandum issued must contain the alteration.

8. Limited Liability

The liability of the members is limited.

9. Guarantee by members of the Company

9.1 Every member of the Company agrees to contribute to the Company £1 or any smaller amount required if :-

- (a) the Company is wound-up while he or she is a member or within a year afterwards; and
- (b) the Company has debts and liabilities which it cannot meet out of its assets.

10. Winding up of the Company

10.1 If the Company is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must not be distributed among the members of the Company. Instead it must be given or transferred to some other charitable institution or institutions. This other institution must have similar objects to those of the Company and must prohibit the distribution of its income and property among its members to an extent at least as great as that required by this Memorandum of Association.

10.2 The institution or institutions will be chosen by the members of the Company at or before the time when the Company is wound-up or dissolved and if that cannot be done then the property shall be given to some other charity or charitable object.

Company Number 2590747

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF HALTON VOLUNTARY ACTION

**As amended by Special Resolution
Passed on 2005**

INTERPRETATION

1)1. In these Articles:-

"the Act" means the Companies Act 1985 as amended from time to time.

"the Trustees" means the directors of the Company.

"the seal" means the common seal of the Company.

"secretary" means any person appointed to perform the duties of the secretary of the company.

"the United Kingdom" means Great Britain and Northern Ireland.

References to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act.

OBJECTS

2. The Company is established for the objects expressed in the Memorandum of Association.

MEMBERS

3. The number of members is unlimited.

4. The subscribers to the Memorandum of Association and such other persons as the Trustees shall admit to membership shall be members of the Company.

5. Each member which is an organisation has the right to appoint one representative. At any time by giving notice in writing to the Company, that member can cancel the appointment of its representative and appoint another instead. The member must confirm the name of its representative at the Company's request. The representative has the right to attend and to vote at general meetings of the Company and any vote given shall be

valid unless prior to the vote the Company receives written notice ending the representative's authority.

6. An application for membership may be approved or rejected by the Trustees.
7. The Company may require members on an annual basis to provide written confirmation that the member wishes to remain a member of the Company. Any member who fails to provide such written confirmation will cease to be a member of the Company. The Trustees in addition have the right for good and sufficient reason to terminate the membership of any member PROVIDED THAT the member concerned shall have a right to be heard before a final decision is made.
8. Any member of the Company may resign at any time provided that after such resignation the number of members is not less than three.

AFFILIATE MEMBERS

9. The Company may, in addition to having members as above, also have Affiliate Members who shall not be members of the Company for the purposes of the Act. Affiliate Members may be required to fulfil such criteria as the Trustees may from time to time decide, including without limitation providing written confirmation of their intention to remain as an Affiliate Member, and/or payment of subscriptions. The Trustees may end any person's Affiliate Membership at any time. Affiliate Members do not have the right to receive notice of, or to attend and vote at, general meetings of the Company or to receive documents sent to members.

GENERAL MEETINGS

10. The Company must each year hold an Annual General Meeting in addition to any other general meetings in that year, and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between one Annual General Meeting and the next. So long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold an Annual General Meeting in the year of incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Trustees shall appoint. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
11. The Trustees may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings may also be convened by requisition as provided by the Act. If at any time there are not within the United Kingdom sufficient Trustees to form a quorum, any Trustee or any two members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as

possible as that in which meetings may be convened by the Trustees.

NOTICE OF GENERAL MEETING

12. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by at least twenty-one days' notice in writing. Other meetings shall be called by at least fourteen days' notice in writing. The notice shall be exclusive of the day on which it is served and of the day of the meeting and shall specify the place, the day and the hour of the meeting and, in the case of special business, the general nature of that business. Notice must be given in accordance with these Articles.

A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed:-

- (a) In the case of the Annual General Meeting, by all members entitled to attend and vote; and
 - (b) In the case of any other meeting, by a majority of the members having a right to attend and vote at the meeting, being a majority together representing not less than ninety five per cent of the total voting rights at that meeting of all the members.
13. 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 at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

14. The business to be transacted at an Annual General Meeting shall include the consideration of the accounts, balance sheets, and the reports of the Trustees and auditors, the election of Trustees and the appointment of, and the fixing of the remuneration of, the auditors.
15. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. A quorum is fifteen members. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of the members, shall be dissolved; in any other case it shall be adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Trustees may determine.
16. The Chairman, if any, of the Trustees shall chair every General Meeting of the Company, or if there is no such chairman, or if he is not present within fifteen minutes

after the time appointed for the holding of the meeting or is unwilling to act, the Trustees present shall elect one of their number to chair the meeting.

17. If at any meeting no Trustee is willing to act as chairman or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to chair the meeting.
18. The Chairman, 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 thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any notice of adjournment or of the business to be transacted at an adjourned meeting.
19. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-
 - (a) by the Chairman; or
 - (b) by at least two members present;or
 - (c) by any member or members present in person and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

Unless a poll is so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost an entry to that effect in the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn.

20. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled; to a second or casting vote.
21. A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken immediately. A poll demanded on any other question shall be taken at such time and in such manner as the chairman of the meeting directs,

and any business other than that upon which a poll has been demanded may proceed pending the taking of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

22. Subject to the provisions of the Act, a resolution in writing signed by all the members entitled to receive notice of and to attend and vote at General Meetings (or being organisations by their duly authorised representatives) shall be as valid and effective as if it has been passed at a general meeting of the Company duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more members.

VOTES OF MEMBERS

23. Every member shall have one vote.
24. No member shall be entitled to vote at any General Meeting unless all money presently payable by him to the Company has been paid.

TRUSTEES

25. The minimum number of Trustees shall be 4 and the maximum shall be 12, including the Chairman, except as stated below. Not more than 10 Trustees shall be nominees of organisations which are members of the Company. Up to 3 additional Trustees who have no links with a member organisation may be appointed. The local authority may appoint a nominee to attend Trustee meetings. This person will not be a Trustee. He or she may speak at Trustee meetings but may not vote or be counted in the quorum.
26. The Trustees shall be paid all reasonable expenses properly incurred by them in attending and returning from Trustee meetings or General Meetings of the Company or in connection with the business of the Company.

BORROWING POWERS

27. The Trustees may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF THE COMMITTEE

28. The business of the Company shall be managed by the Trustees who pay all expenses incurred in the formation of the Company, and may exercise all such powers of the Company as are not required to be exercised by the Company in General Meeting. Any such requirement may be imposed either

by the Act or by these Articles or by any regulation made by the Company in General Meeting; but no such regulation shall invalidate any prior act of the Trustees which would have been valid if that regulation had not been made.

29. All cheques and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Trustees shall from time to time determine.
30. The Trustees shall cause minutes to be made
- (a) of all appointments of officers made by the Trustees
 - (b) of the names of the Trustees present at each Trustee Meeting
 - (c) of all resolutions and proceedings at all meetings of the Company, and of the Trustees.

CEASING TO BE A TRUSTEE

31. The office of Trustee shall be vacated if the Trustee :-
- (a) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (b) becomes prohibited from being a Trustee by reason of any order made under the Act or Section 72 of the Charities Act 1993; or
 - (c) becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs; or
 - (d) resigns his office by written notice to the Company; or
 - (e) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest as required by Section 317 of the Act.
32. A Trustee shall not vote in respect of any contract in which he is interested or any related matter, and if he does so vote his vote shall not be counted.

TERM OF OFFICE OF TRUSTEES

33. The first Trustees are those people named in the Statement of First Directors filed under Section 10 of the Act and sent to the Registrar of Companies when the Company is formed. They hold office until the first annual general meeting. After that, the Board consists of not less than four or more than twelve persons.

34. The Trustees may at any time appoint an additional Trustee or Trustees so long as the maximum number is not exceeded.
35. Each Trustee initially holds office from the date of his/her appointment until the next annual general meeting. A Trustee then retires and is eligible for re-election by the members at the annual general meeting.
36. Unless he/she ceases to be a Trustee at an earlier date, a Trustee will remain in office until the second annual general meeting following his/her first re-election at an annual general meeting. This period is referred to in this Article as a "two-year term of office". A Trustee will then retire and is again eligible for re-election by the members for a further two-year term of office.
37. When a Trustee has served three consecutive two-year terms of office, together with any initial period(s) from appointment by the Trustees until an annual general meeting, he or she must retire, unless at the end of his/her third two-year term of office he or she is Chairman, Vice-Chairman or Treasurer and has not completed a period of office in such role. In any such case the individual may continue as a Trustee until the expiry of his/her term of office as Chairman, Vice-Chairman or Treasurer. Following retirement and after spending at least one year out of office, a person may be considered for re-appointment as a Trustee. Such a person may then serve up to a further three two-year terms of office, together with any period between the date of their reappointment and the next succeeding annual general meeting.
38. The Trustees will, where possible, seek to appoint persons who are believed to have appropriate skills and experience. The Trustees may agree from time to time the particular skills which should be reflected among the Trustees and may also agree any procedures deemed appropriate for recruitment and selection of new Trustees.
39. The Company may by ordinary resolution, of which special notice has been given in accordance with Section 303 of the Act, remove any Trustee before the expiration of his period of office notwithstanding anything in these articles or in any agreement between the Company and such member. The Company may by ordinary resolution appoint another person in place of a Trustee removed under this Article.

CHAIRMAN, VICE-CHAIRMAN AND TREASURER

40. The Trustees will elect from among their number a Chairman, and may elect from among their number a Vice-Chairman and a Treasurer. Such elections shall be for a term not exceeding two years and no individual shall serve more than two successive periods in any such role.

PROCEEDINGS OF THE COMMITTEE

41. The Trustees may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote. A Trustee may, and the secretary on request of a Trustee shall, at any time summon a Trustee meeting. It shall not be necessary to give notice of a Trustee meeting to any Trustee at an address outside the United Kingdom.
42. The quorum necessary for the transaction of the business of the Trustees may be fixed by the Trustees and unless so fixed shall be four.
43. The Trustees may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum, the Trustees may act for the purpose of increasing the number of Trustees to that number, or of summoning a General Meeting of the Company, but for no other purpose.
44. If at any meeting there is no chairman or the chairman is not present within five minutes after the time appointed for the meeting, the Trustees present may choose one of their number to chair the meeting.
45. The Trustees may delegate any of their powers to committees consisting of such persons as they think fit; provided that at least a majority of the members of any such committee are Trustees; that a Trustee will chair the committee; that any committee will conform to any regulations imposed on it by the Trustees and that the committee will report all acts and proceedings to the Trustees fully and promptly.
46. If at any meeting of a committee the chairman is not present within five minutes after the time appointed for the meeting, the members present may choose one of the Trustees present to chair the meeting.
47. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.
48. All acts done by any meeting of the Trustees or of a committee, or by any person acting as a Trustee or

committee member shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such person, or that they any such person was disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Trustee or committee member.

- 49.. A resolution in writing, signed by all the Trustees entitled to receive notice of a Trustees meeting, shall be as valid and effective as if it had been passed at a Trustees meeting duly convened and held, and may consist of several documents in like form each signed by one or more Trustees.

SECRETARY

50. Subject to the Act the secretary shall be appointed by the Trustees for such term at such remuneration and upon such conditions as the Trustees may think fit; and any secretary so may be removed by the Trustees. No Trustee may occupy the salaried position of secretary.
51. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Trustee and the secretary shall not be satisfied by its being done by or to the same person acting both as Trustee and as, or in place of, the secretary.

THE SEAL

52. The Trustees shall provide for the safe custody of the seal, which shall only be used by the authority of the Trustees or of a committee authorised by the Trustees and every instrument to which the seal is affixed shall be signed by a Trustee and shall be countersigned by the secretary or by a second Trustee or by some other person appointed by the Trustees for the purpose.

ACCOUNTS

53. The Trustees shall cause accounting records to be kept in accordance with the Act.
54. The accounting records shall be kept at the registered office of the Company or, subject to the Act, at such other place or places as the Trustees think fit, and shall always be open to the inspection of the officers of the Company.
55. The Trustees shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Trustees, and no member (not being a Trustee) shall have any right of inspecting any account or book or document of the Company except as conferred by

statute or authorised by the Trustees or by the Company in General Meeting.

56. The Trustees shall from time to time in accordance with the Act cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in the Act.
57. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the auditor's report, and the Trustees' report, shall not less than twenty-one days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company. Provided that this article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures.

AUDIT

58. Auditors shall be appointed and their duties regulated in accordance with the Act.

NOTICES

59. A notice may be given by the Company to any member either personally or by delivering it or sending it by ordinary post or by fax or email to the member's registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. Proof that an envelope containing a notice was properly addressed, prepared and posted shall be conclusive evidence that the notice was given. A notice sent by post shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted. Notices sent by fax or email will be treated as received 24 hours after having been successfully sent.
60. Notice of every general meeting shall be given in any manner authorised by these Articles to:-
- (a) Every member except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them;
 - (b) Every person being a legal personal representative or a trustee in bankruptcy would be entitled to receive notice of the meeting;
 - (c) The auditor for the time being of the Company; and

(d) Each Trustee.

DISSOLUTION

61. Clause 10 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if it was repeated in these Articles.

RULES OR BYE LAWS

62. (a) The Trustees may from time to time make such Rules or Bye Laws as they may deem necessary or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, it may by such Rules or Bye Laws regulate:

i) The admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members.

ii) The conduct of members of the Company in relation to one another, and to the Company's employees.

iii) The setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes.

iv) The procedure at general meetings and meetings of the Trustees and committees in so far as such procedure is not regulated by these Articles.

v) And, generally, all such matters are commonly the subject matter of Company rules.

(b) The Company in General Meeting shall have power to alter or repeal the Rules or Bye Laws and to make additions to them and the Trustees shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such Rules or Bye Laws which so long as they shall be in force, shall be binding on all members of the Company. Provided, nevertheless, that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

ELECTRONIC COMMUNICATIONS

63. The Company may by agreement with members make arrangements for notices and other documents to be sent by or to the Company by electronic communications. The Company may also

arrange for documents and information to be accessed by members on a website or by other electronic means.