

Company Number: 0048350
Charity Number: 220085

The Companies Acts 1985 – 2006

Company limited by guarantee and not having a share capital

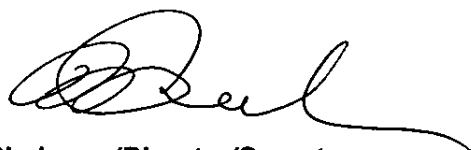
ASTON-MANSFIELD

(the "Company")

MEMBERS' WRITTEN RESOLUTION

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 the following resolution was passed as a special resolution

- 1 That
- 1 1 clauses 1 – 9 of the Memorandum of Association be deleted in their entirety For the avoidance of doubt, clauses 1 – 9 of the Memorandum of Association are being replaced in amended form by the Articles of Association, and
- 1 2 the Articles of Association of the Company be deleted in their entirety and replaced by the Articles of Association attached to this notice in substitution for all former Articles of Association



Chairman/Director/Secretary

14 April 2010
Date

SATURDAY



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17/04/2010

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COMPANIES HOUSE

THE COMPANIES ACTS

A COMPANY LIMITED BY GUARANTEE

AND

NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

ASTON MANSFIELD

(Formerly The Incorporated Mansfield House University Settlement)

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THE COMPANIES ACTS
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF
ASTON-MANSFIELD

[Adopted by Special Resolution passed on 2010]

1. Name of Charity and Meaning of Words

1 1 The name of the Company is "ASTON-MANSFIELD"

2. Definitions and Interpretations

2 1 In these Articles -

Word	Meanings
"The Act"	The Companies Acts 1985, 1989 and 2006 (to the extent in force) including any statutory modification or re-enactment thereof from time to time
"These Articles"	Means these Articles of Association
"The Board"	The Board of Trustees of the Company, the members of which are the directors of the Company and are charity trustees
"Charities Act"	The Charities Acts 1992, 1993 and 2006 (to the extent in force) including any statutory modification or re-enactment thereof from time to time
"Clear Days"	In relation to a period of notice, the period excluding the day on which notice is given or deemed to be given and the date of the event to which the notice relates
"The Company"	Means the company regulated by these Articles
"the members"	Means the Trustees from time to time
"Month"	Calendar month
"Objects"	The Objects of the Company as defined in Article 4
"Office"	Means the registered office of the Company

"Regulations"	Any rules, standing orders or regulations made in accordance with these Articles
"Signed"	Shall include faxes of signatures and other forms of authentication that are permitted by law
"Taxable Trading"	Carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax
"Trustees"	The directors of the Charity
"In writing"	Written, printed or lithographed or partly one and partly another, and other ways of showing and reproducing words in a visible form including by e-mail or fax (to the extent legally permissible)

2 2 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification of the Act in force at the date on which these Articles became binding on the Company

2 3 Words importing a singular number only shall include the plural number and vice versa

2 4 Words importing in the masculine gender only shall include the feminine gender

2 5 Words importing persons shall include corporations

3. Registered Office

3 1 The Registered Office of the Company will be situated in England

4. Objects of the Charity

4 1 The objects for which the Company is established are -

4 1 1 To promote the Christian religion

4 1 2 To relieve poverty, sickness and distress, advance education and preserve and protect the health of members of the community in East London and elsewhere ("the area of benefit")

4 1 3 To develop the capacity and skills of the members of the community in the area of benefit in such a way that they are better able to identify and help meet their needs and to participate more fully in society

4 1 4 To provide or assist in the provisions of facilities for recreation or other leisure time occupation for the benefit of members of the community in the area of benefit in the interests of social welfare and with the object of improving the conditions of life for those persons who need the facilities by reason of their youth, age, infirmity or disablement, poverty or social and economic circumstances

4 1 5 To promote religious harmony for the public benefit

4 1 6 To promote any other charitable object

5. Powers of the Charity

5 1 The Company may do anything lawful that may be necessary in order to promote its objects including the use of the following powers -

5 1 1 to support and maintain community centres in the London Borough of Newham and elsewhere,

5 1 2 to join, support or lead projects of community development or research throughout the world which may be of help in the long term to people in inner-city areas whether as residents, workers or immigrants in particular, but not detracting from the generality of the foregoing to encourage the use of information technology for community development,

5 1 3 to encourage the establishment of new community groups by provision of subsidised office or meeting spaces,

5 1 4 to provide accommodation for persons engaged with religious, educational or philanthropic work,

5 1 5 to provide for persons in need of housing and any associated amenities,

5 1 6 to make grants to individuals, companies, institutions, societies or associations within the Company's Objects,

5 1 7 to buy, take on lease, share, hire or otherwise acquire property of any sort,

5 1 8 to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment the buildings and any other premises or structure or land which the Company may need for its Objects,

5 1 9 to employ and pay any employees, officers, servants and professional or other advisers,

5 1 10 subject to any consents required by law to raise funds and borrow moneys invite and receive contributions or grants or enter into contracts seek subscriptions or raise money in any other way,

5 1 11 subject to any consent required by law to buy, take on lease, sell lease or otherwise dispose of, hire charge or mortgage or acquire any land or property of any sort and give or receive any guarantee or indemnity,

5 1 12 to promote, encourage or undertake study or research and disseminate the results of such,

5 1 13 to produce, print and publish anything in written, oral or visual media in furtherance of the Objects,

- 5 1 14 to provide or procure the provisions of services, training, consultancy, advice, supports, counselling and guidance in furtherance of the objects or any of them,
- 5 1 15 to promote and advertise the Company's activities,
- 5 1 16 to invest any money that the Company does not immediately need in any investments, securities or properties,
- 5 1 17 to undertake any charitable trust or any charitable agency business which may promote the Company's Objects,
- 5 1 18 to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants,
- 5 1 19 subject to any restrictions in the Charities Act, to borrow money, invite and receive contributions or grants, enter into contracts, seek subscriptions or raise money in any way including carrying on trade but not by means of Taxable Trading,
- 5 1 20 to establish, promote and otherwise assist any limited company or companies or other bodies for the purpose of acquiring any property or of furthering in any way the Objects or to undertake trading and to establish the same 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 or other body by way of loan or share subscription or other means,
- 5 1 21 to transfer to or to purchase or otherwise acquire from any charities, institutions, societies or associations any property, assets or liabilities, and to perform any of their engagements,
- 5 1 22 to open and operate banking accounts and other banking facilities,
- 5 1 23 to enter into any arrangements with any governments, authorities or any person, company or association necessary to promote any of the Company's Objects,
- 5 1 24 to accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by some person other than the Trustees,
- 5 1 25 to insure any of risks arising from the Company's activities,
- 5 1 26 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 of the Company and to pay any such nominee reasonable and proper remuneration for acting as such,

5 1 27 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),

(a) Provided always that -

- (i) the Managers are properly authorised to carry on investment business,
- (ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up 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 for the Company,
- (iv) the Company is entitled at any time to review, alter or terminate the delegation or the terms thereof,
- (v) the Company reviews the arrangements for delegation at intervals but so that any failure by the Company to undertake such reviews shall not invalidate the delegation

5 1 28

(a) To purchase indemnity insurance out of the funds of the Company to indemnify any of the Trustees against any personal liability in respect of

- (i) any breach of trust or breach of duty committed by them in their capacity as charity trustees or trustees for the Company,
- (ii) any negligence, default, breach of duty or breach of trust committed by them in their capacity as directors or officers of the Company or of any body corporate carrying on any activities on behalf of the Company, and
- (iii) any liability to make contributions to the assets of the Company in accordance with section 214 of the Insolvency Act 1986

(b) Subject to Article 5 1 28(d) below, any insurance in the case of 5 1 28(a)(i) or 5 1 28(a)(ii) must be so framed as to exclude the provision of an indemnity for a person in respect of

- (i) any liability incurred by a Trustee to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising)

- (ii) any liability incurred by a Trustee in defending any criminal proceedings in which he is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by him, and
 - (iii) any liability incurred by a Trustee to the Company that arises out of any conduct which he knew (or must reasonably be assumed to have known) was not in the interests of the Company or in the case of which he did not care whether it was in the best interests of the Company or not
- (c) Subject to Article 5 1 28(d) below any insurance in the case of 5 1 28(a)(iii) 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, and
- (d) To purchase out of the funds of the Company any additional indemnity insurance cover for the benefit of the Trustees that is permitted by law from time to time

5 1 29 to do anything else within the law which helps promote to Objects

6. Use of income and property

6 1 The income and property of the Company shall be applied solely towards the promotion of the Objects and no part of it shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to Trustees, and no Trustee may 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 permitted by law or by the Charity Commission or shown below and then only after complying with any requirements of the Act and the Charities Act, PROVIDED this shall not prevent a Trustee receiving any benefit as a beneficiary

7. Allowed Payments

7 1 The Company may pay -

- 7 1 1 Reasonable and proper payment to any officer, servant, employee, professional or other adviser of the Company who is not a Trustee for any services to the Company
- 7 1 2 Reasonable and proper remuneration of a Trustee for services actually rendered to the Company or a subsidiary of the Company (save for services rendered in his capacity as a Trustee), PROVIDED THAT -
 - (a) the number of Trustees so remunerated in any accounting period shall not exceed a minority of the Board of Trustees,

- (b) that no resolution to approve such remuneration to a Trustee shall be effective unless it is passed at a meeting of the Board of Trustees,
 - (c) such Trustee shall not vote on any resolutions relating to his or her engagement by the Company or a subsidiary (as defined in the Act) of the Company, and
 - (d) the remuneration or maximum remuneration payable to the Trustee shall be set out either in the resolution approving such remuneration or in a written agreement between the Trustee and the Company,
 - (e) For the purposes of these Articles 7 1 1 and 7 1 2 "services" includes goods that are supplied in connection with the provision of services
- 7 1 3 Reasonable interest on the money lent by any member of the Company or any Trustee
- 7 1 4 Reasonable out-of-pocket expenses to any Trustee
- 7 1 5 Reasonable and proper payment to a company of which a Trustee holds not more than a hundredth of the capital
- 7 1 6 Reasonable and proper rent of premises demised or let by any member of the Company or Trustee
- 7 1 7 To the extent permitted by law, reasonable and proper premiums in respect of any insurance policy taken out pursuant to 5 1 28 above
- 7 1 8 Any payment to a Trustee under the indemnity provisions in these Articles of Association
- 7 1 9 In exceptional cases other payments or benefits but only with the prior written approval of the Charity Commission

PROVIDED THAT no Trustee shall vote on or be present during the discussion of or voting on any decision to borrow money from or pay rent or make a payment or give any remuneration or a benefit to that Trustee other than the approval of any permitted indemnity insurance or the payment of an indemnity where such payment is to be made to a majority of the Trustees

For the purposes of this Article 7 Trustee shall include any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Trustee or any person living with the Trustee as his or her partner

A payment to a Trustee includes the payment to or the engagement of or remuneration of any firm or company in which the Trustee is (i) a partner, (ii) an employee, (iii) a consultant, (iv) a director, or (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than 1 per cent of the issued capital

8. Guarantee by Members of the Charity

- 8 1 Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time that he is a member, or within one year afterwards for payment of the debts and liabilities of the Company contracted before the time at which he ceases to be a member, and of the costs, charges, and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding fifty pence or in case of his liability becoming unlimited as aforesaid, such other amounts as may be required in pursuance of the last preceding paragraph of these Articles

9. Winding-up of the Charity

- 9 1 If upon the winding up or dissolution of the Company, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to, or distributed among the members of the Company but shall be given or transferred to some other institution or institutions having objects similar or cognate to the Objects of the Company or some charitable object to be determined by the members of the Company at or before the time of dissolution, or in default thereof by such Judge of the High Court of Justice as may have or acquire jurisdiction in the matter

10. Members

- 10 1 The members of the Company shall be the Trustees from time to time
- 10 2 The Company must keep at the Office a register of members showing their name, postal address and dates of becoming a member and ceasing to be a member
- 10 3 Subject to any restrictions permitted by the Act, the register is available for inspection by the members of the Company without charge and any other person on payment of a fee prescribed by the Company, subject to any maximum fee imposed by law Subject to the Act, where a person seeks to inspect the register, the Company must within five working days either comply with the request or apply to the Court for permission not to comply with the request

11. Ending of Membership

- 11 1 A member stops being a member of the Company when he ceases to be a Trustee

12. General Meetings

- 12 1 The Company shall hold an annual general meeting in addition to any other general meeting in every calendar The annual general meeting must be specified as such in the notices calling it
- 12 2 All general meetings except annual general meetings are called general meetings
- 12 3 The Board may call a general meeting whenever they wish Such a meeting must also be called if not less than five per cent of the members of the Company request it in accordance with the Act

12 4 An annual general meeting or a general meeting must be called by giving at least 14 Clear Days' notice in Writing. These notices must specify the place, date, time and, in the case of a special resolution, the exact wording of the resolution must be set out in the notice. The notice must also include a statement informing the members of their right to appoint a proxy. Notice of the meeting must be given to everyone entitled by these Articles to receive it and must be given in accordance with these Articles.

12 5 However, even if shorter notice is given than that required above, the meeting will be treated as having been correctly called if it is so agreed by 90 per cent of the members entitled to attend and vote at it.

12 6 The accidental omission to give notice of 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.

13. Proceedings at General Meetings

13 1 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, 3 members present in person or by proxy shall be a quorum. If the meeting is called by the demand of members, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present. If called in any other way, the meeting may be adjourned to another day, time and place as the Board may decide. If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum.

13 2 The Chairman, if any, of the Board shall chair every general meeting of the Company, or if there is no such Chairman, or if he shall not be present within 15 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.

13 3 If at any meeting no Trustee is willing to act as Chairman or if no Trustee is present within 15 minutes after the time appointed for holding the meeting, the Trustees present shall choose one of their number to chair the meeting.

13 4 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 30 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 an adjournment or of the business to be transacted at an adjourned meeting.

13 5 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.

13 5 1 by the Chairman, or

13 5 2 by at least 2 members present or by proxy, or

- 13 5 3 by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting
- 13 6 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 and 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
- 13 7 The demand for a poll may be withdrawn
- 13 8 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 questions 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
- 13 9 Except in the case of a resolution to remove a Trustee or the auditors before the expiry of their term, members may pass a valid resolution without a meeting being held But for the resolution to be valid
- 13 9 1 it must be in Writing,
- 13 9 2 in the case of a special resolution it must be Signed by at least 75 per cent of all those members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings,
- 13 9 3 in the case of an ordinary resolution it must be Signed by a majority of all those members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings,
- 13 9 4 it may consist of two or more documents in identical form Signed by members,
- 13 9 5 the passing of the resolution must comply with any other requirements of the law from time to time
- 14. Votes of Members**
- 14 1 Subject as hereinafter provided every member shall have one vote 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
- 14 2 Save as herein expressly provided no person other than a member duly registered shall be entitled to be present or to vote on any question
- 14 3 The auditor or reporting accountant has the right to attend and speak at general meetings

- 14 4 Votes may be given on a poll either personally or by proxy. A proxy may be appointed by a member to exercise all or any of the member's rights to attend, speak, vote and demand a poll at a meeting of the Company
- 14 5 A person holding a proxy may vote on any resolution
- 14 6 The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing
- 14 7 The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a notarially certified copy thereof shall be deposited at the Office at least forty-eight hours before the time appointed for holding the meeting at which the person named in such instrument proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution
- 14 8 A vote given or poll demanded by proxy or by the duly authorised representative of a body corporate shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited at least 48 hours before the commencement of the meeting or adjourned meeting (excluding any day that is not a working day)
- 14 9 Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit -"ASTON-MANSFIELD
- "I
- "of
- "a member of ASTON-MANSFIELD, and entitled to one vote, hereby appoint
- "
- "of
- " or failing him
- the Chairman of the Meeting, to vote for me and on my behalf at the [Annual] General Meeting of the Company, to be held on the day of , and at every
- "adjournment thereof
- "As witness my hand this day of "
- 14 10 Any organisation which is a member of the Company may by resolution of its committee or of a governing body authorise such persons it thinks fit to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as that organisation could exercise if it were an individual member of the Company

15. The Board

15 1 The Board of Trustees shall be not more than fifteen in number and no fewer than seven and shall consist of -

15 1 1 Trustees appointed by the Board

15 1 2 Two Trustees appointed by the board of Aston-Mansfield Charitable Trust (Charity Registration Number 208155)

15 1 3 One Trustee nominated by the Council of Mansfield College Oxford if the Council of Mansfield College shall choose to appoint a Trustee

15 2 Two Trustees shall retire each year in rotation A Trustee shall be eligible for re-appointment at the end of his term in office There shall be no limit on the number of terms a Trustee can serve

15 3 The Trustees to retire in every year shall be those who have been longest in office since their last appointment, but as between persons who became Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot

16. Ending of Board Membership

16 1 A Trustee ceases to hold office if he or she -

16 1 1 becomes bankrupt or makes any arrangement or composition with his or her creditors generally, or

16 1 2 becomes barred from membership of the Board because of any order made under the Act or by virtue of Section 72 of the Charities Act 1993, or

16 1 3 becomes incapable whether mentally or physically of managing his or her own affairs, or

16 1 4 resigns the office by notice in writing to the Company but only if at least three Trustees will remain in office when the resignation takes effect, or

16 1 5 is absent from four consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign, or

16 1 6 is directly or indirectly involved in any contract or proposed contract with the Company and fails to declare the nature of his or her interest in the proper way The proper way is by giving notice at the first meeting which the Trustee attends after that interest arises (or such other way as is legally sufficient from time to time) and the Board resolves by two thirds of those present at the meeting to remove that Trustee, or

16 1 7 is removed from office under Article 17,

16 1 8 is removed from office by a resolution of at least 75% of the other Trustees at a Board meeting at which at least half of the serving Trustees are present

17. Removal of a Trustee by a General Meeting

- 17 1 A general meeting of members of the Company may remove any Trustee before the end of his or her period of office whatever the rest of these Articles or any agreement between the Company and the Trustee may say
- 17 2 Removal can take place only by the members of Company passing an ordinary resolution saying so 5 per cent of the member(s) of the Company may give a notice to the Company of the intention to remove a Trustee and/or appoint a replacement At least 28 Clear Days' notice before the meeting in question must be given to the Company Once the Company receives such notice it must immediately send a copy to the Trustee concerned He or she has a right to be heard at the general meeting He or she also has the right to make a written statement of reasonable length If the statement is received in time it must be circulated with the notice of the meeting If it is not sent out, the Trustee may require it to be read to the meeting The right to remove a Trustee given under this Article is in addition to, and separate from, rights given under the Act

18. Powers of the Board of Management

- 18 1 The business of the Company shall be managed by the Board who may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Act or by these Articles required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Act, and to such regulations, not being inconsistent with the aforesaid regulations or provisions, as may be made by a resolution of the Company, but no regulation so made shall invalidate any prior act of the Board which would have been valid if such regulation had not been made
- 18 2 The Board may from time to time by resolution appoint a temporary substitute for the Secretary and any person so appointed shall for all the purposes of these Articles be deemed during the term of his appointment to be the Secretary

19. Officers

- 19 1 The Board may elect or remove the Chair or any other officers that it wishes Officers shall be appointed from among the Trustees

20. Proceedings of the Board

- 20 1 The Board may meet together for the dispatch of business, adjourn, and otherwise regulate its meetings, as it thinks 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 the request of a Trustee shall, at any time, summon a Board meeting It shall not be necessary to give notice of a Board meeting to any Trustee for the time being absent from the United Kingdom
- 20 2 Meetings may be held in person, by telephone, or by suitable electronic means agreed by the Board in which all participants may communicate with all other participants

- 20 3 No business shall be transacted at any board meeting unless a quorum of Trustees is present at the time when the meeting proceeds to business, 3 Trustees shall be a quorum
- 20 4 The Board may act notwithstanding any vacancy in its body, but, if and so long as its number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of members, the Board 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
- 20 5 The Board may elect a Chairman of its meetings and determine the period for which he is to hold office, but, if no such Chairman is elected, or if at any meeting the Chairman is not present within 15 minutes after the time appointed for holding the same, the Trustees present may choose one of their number to chair the meeting
- 20 6 A sub-committee may elect a Chairman of its meetings, if no such Chairman is elected, or, if at any meeting the Chairman is not present within 5 minutes after the time appointed for holding the same, the members present may choose one of their number to chair the meeting
- 20 7 The Board may delegate the administration of any of its powers to committees of trustees and any such committee must conform to any rules that the Board imposes on it
- 20 8 The Board may co-opt any person or people that are not Trustees to serve on the committee, but any such committee must have at least two Trustees on it at all times
- 20 9 A sub-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
- 20 10 All acts done by any meeting of the Board or of a subcommittee, or by any person acting as a Trustee, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member or person or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Trustee
- 20 11 A resolution in writing, signed by all the Trustees entitled to receive notice of a Board meeting, shall be as valid and effectual as if it had been passed at a Board meeting duly convened and held, and may consist of several documents in like form each signed by one or more Trustees
- 21. Conflicts of Interest**
- 21 1 To the extent required by law every Trustee shall fully disclose to the Board the circumstances giving rise to any conflict or potential conflict including any direct or indirect interest in a proposed or existing transaction
- 21 2 Where the duty of a Trustee to avoid a situation in which he has or can have a direct or indirect interest or duty that conflicts or possibly may conflict with the interests of the Company including a wish or duty to exploit any property, information or opportunity (as

specified by section 175(1) of the Companies Act 2006) would otherwise be infringed in relation to a particular situation, transaction or arrangement, the duty is not infringed if the procedure set out below is followed

- 21 2 1 the matter in relation to which that duty exists has been proposed to the Trustees at a meeting of the Trustees and has been authorised by them, and
 - 21 2 2 any requirement as to the quorum of such meeting is met without counting the Trustee in question, or any other interested Trustee, subject to Articles 21 3 and 21 4, and
 - 21 2 3 the matter was agreed to without any such Trustee voting, or would have been agreed to if the vote of any such Trustee had not been counted, subject to Articles 21 3 and 21 4
- 21 3 In such a conflict of interest situation (including any authorisation of non-disclosure of information), where there are insufficient unconflicted Trustees present at the meeting to constitute a quorum, the unconflicted Trustees present shall be deemed to constitute a quorum for the purposes of authorising the conflict under Article 21 2 and the manner of dealing with the conflict, provided that
- 21 3 1 they may only give such authorisation where they are satisfied that the conflicted Trustee or Trustees will not receive any direct or indirect benefit other than one permitted by these Articles, and
 - 21 3 2 the total number of Trustees at the meeting (whether conflicted or unconflicted) is equal to or higher than the quorum of the Board
- 21 4 In the event that all of the Trustees present at the Board meeting are conflicted in respect of a particular conflict of interest situation, the conflicted Trustees present at a meeting may authorise the conflict and the manner of dealing with the conflict and shall constitute a quorum for the purposes of such authorisation, provided that they satisfy the requirements set out in Article 21 3 1 and 21 3 2 above
- 21 5 The duty to deal with conflicts referred to in Article 21 2 applies in the case of the exploitation of property, information or opportunity even if the Company is not taking, or could not take, advantage of the opportunity
- 21 6 The Trustees shall observe the other duties and rules in the Act, and such other rules as the Board adopts, as to the management of conflicts of duty or interest and to the extent required by law every Trustee shall fully disclose to the Board the circumstances giving rise to any conflict or potential conflict that he has
- 21 7 The Board may by resolution passed in the manner set out in this Article, authorise a Trustee not to disclose to the Board confidential information relating to a conflict of interest provided that it may not authorise the withholding of information relating to a direct or indirect personal benefit for the Trustee

22. Secretary

- 22 1 The Board may appoint and remove a Company Secretary and may decide his or her period of office, pay (if not a Trustee) and any conditions of service
- 22 2 The Act says that some actions must or may be taken both by a Trustee and by the Company Secretary. If one person is both a Trustee and Company Secretary, that one person may not act in the capacity of both Trustee and Company Secretary for any business that requires the action of both a Trustee and the Company Secretary
- 23. Proper Accounts must be Kept**
- 23 1 Accounts shall be prepared in accordance with the Act
- 24. Books must be Kept at the Office**
- 24 1 The books of account must be kept at the Office or at other places decided by the Board. The books of account must always be open to inspection by Trustees
- 25. Inspection of Books**
- 25 1 The Trustees must decide whether, how far, when, where and under what rules the books of account may be inspected by members who are not Trustees. A member who is not a Trustee may only inspect a book of account or document of the Company if the right is given by law or authorised by the Trustees or a general meeting
- 26. Account and Returns**
- 26 1 The Board must, for each financial year, send a copy of its annual accounts and reports (or summary financial statements where appropriate) to every person who is entitled to receive notice of general meetings
- 26 2 Copies need not be sent to a person for whom the Company does not have a current address (as defined in Companies Act 2006)
- 26 3 The deadline for sending out the accounts and reports (or summary financial statements) is as follows
- 26 3 1 the deadline for filing the Company's accounts and reports with Companies House, as prescribed by the Companies Act 2006, or
- 26 3 2 if earlier, the date on which the Company actually files the accounts and reports (or summary financial statements) with Companies House
- 26 4 To the extent required by law, the Board must file the accounts and reports (or summary financial statements) with Companies House and with the Charity Commission within any deadlines specified by law or by the Charity Commission
- 26 5 The Board must file with Companies House and the Charity Commission all annual returns and other documents that are required to be filed, within any deadlines specified by law or by the Charity Commission
- 27. Appointment of Reporting Accountants or Auditors**

- 27 1 The Company must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Company's income or assets from time to time makes this a legal requirement

28 Indemnity of Trustees

- 28 1 To the extent permitted by law from time to time, but without prejudice to any indemnity to which a Trustee or other officer may otherwise be entitled the Company may indemnify every Trustee or other officer out of the assets of the Company against all costs and liabilities incurred by him which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee or other officer save that no Trustee may be entitled to be indemnified

28 1 1 for any liability incurred by him to the Company or any associated company of the Company (as defined by the Act for these purposes),

28 1 2 for any fine imposed in criminal proceedings,

28 1 3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising,

28 1 4 for any liability which he has incurred in defending any criminal proceedings in which he is convicted and such conviction has become final,

28 1 5 for any liability which he has incurred in defending any civil proceedings brought by the Company or an associated company in which a final judgment has been given against him, and

28 1 6 for any liability which he has incurred in connection with any application under the Act in which the court refuses to grant him relief and such refusal has become final

- 28 2 To the extent permitted by law from time to time, the Company may provide funds to every Trustee or other officer to meet expenditure incurred or to be incurred by him in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee or officer, provided that he will be obliged to repay such amounts no later than

28 2 1 in the event he is convicted in proceedings, the date when the conviction becomes final,

28 2 2 in the event of judgment being given against him in proceedings, the date when the judgment becomes final, or

28 2 3 in the event of the court refusing to grant him relief on any application under the Act, the date when refusal becomes final

29. Service of Notices

- 29 1 The Company may give notice to any member either

29 1 1 personally, or

29 1 2 by delivering it or sending it by ordinary post to the member's registered address, or

29 1 3 if the member has provided the Company with a fax number, by sending it by fax to that member This is subject to the member having consented to receipt of notice in this way, where this is a legal requirement, or

29 1 4 if the member has provided the Company with an e-mail address, by sending it by e-mail to that address This is subject to the member having consented to receipt of notice in this way, where this is a legal requirement, or

29 1 5 in accordance with the provisions for notice on a website set out below

If the member lacks a registered address within the United Kingdom, notice may be sent to any address within the United Kingdom which he or she has given the Company for that purpose or in accordance with 29 1 3, 29 1 4 or 29 1 5 above but otherwise no member not within the United Kingdom shall be entitled to receive any notice from the Company

29 2 If a notice is sent by post, it will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing the notice If sent by fax or email it will be treated as properly sent if the Company receives no indication that it has not been received

29 3 If sent by post in accordance with this Article, the notice will be treated as having been received 48 hours after the envelope containing it was posted if posted by first class post and 72 hours after posting if posted by second class post If sent by fax or email, the notice will be treated as having been received 24 hours after having been properly sent

29 4 The Company may assume that any fax number or e-mail address given to it by a member remains valid unless the member informs the Company that it is not

29 5 Where a member has informed the Company in Writing of his consent, or has given deemed consent in accordance with the Act, to receiving notices from the Company by means of a website, notice will be validly given if the Company sends that member a notification informing him that the documents forming part of the notice may be viewed on a specified website The notification must provide the website address, and the place on the website where the notice may be accessed and an explanation of how it may be accessed If the notice relates to a general meeting the notification must state that it concerns a notice of a general meeting and give the place, date and time of the meeting The notice must be available on the website throughout the notice period until the end of the meeting in question

30. Accidental Omission of Notice

30 1 Sometimes a person entitled to receive a notice of a meeting does not receive it because of accidental omission or some other similar reason This does not invalidate the proceedings of that meeting

31. Alteration of the Articles

- 31 1 The Company may alter these Articles only by a special resolution or by a written resolution. A special resolution must be passed at a meeting of members of which 14 Clear Days' notice has been given of the intention to pass a special resolution and at which at least 75% of those voting vote in favour of it. Such a resolution may be passed on shorter notice if 90% of members having the right to vote agree to such short notice.
- 31 2 No alteration may be made to an Article which amends the objects, or which directs the application of property on dissolution, or which authorises any benefit for Trustees without the Charity Commission's prior written approval where that is required by law.
- 31 3 The Charity Commission and the Registrar of Companies must be informed of alterations and all future copies of the Articles issued must contain the alterations.
- 31 4 Consent may also be required from other bodies.

32. Regulations

- 32 1 The Board may make such regulations, by-laws or standing orders as it sees fit. These must not be inconsistent with the Articles or such that they would otherwise need to be made by a special resolution. No regulation may be made which invalidates any prior act of the Board which would otherwise have been valid.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of these Articles of Association

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

ANDREW MARTIN FAIRBAIRN, D D , Principal of Mansfield College, Oxford

ALBERT SPICER, 50 Upper Thames Street, E C , Wholesale Stationer and M P

WALTER HAZELL, 15 Russell Square, W C , Printer and M P

A MARSHALL, 7 East India avenue E C , Merchant

ALFRED JAMES SHEPHEARD, 31 & 32 Finsbury Circus, London, Solicitor

FRANK TILLYARD, 11 Old Square, Lincoln's Inn, Barrister-at-Law

JOHN ALLEZ LE LACHEUR, J P , 58 Lombard Street

JAMES GRAFTON MILNE, Mansfield House, Canning Town, E , Civil Servant

GEORGE BUCHANAN GRAY, Mansfield College, Oxford, Lecturer in Hebrew

THOMAS DIXON RUTHERFORD, 38 Filey Avenue, N , Minister of Religion

JOSEPH KING, Jun , Lower Birtley, near Godalming, Barrister-at-Law

WILL REASON, 18 St Andrew's Road, Plaistow, Financial Secretary

PERCY ALDEN, Mansfield House, Canning Town E , Warden

FREDK LAWRENCE, 79 Lancaster Gate, W , Student

Dated this 10th day of June, 1896

Witness to the Signatures of Andrew Martin Fairbairn, Albert Spicer, Walter Hazell, Arthur Marshall, Alfred James Shephard, Frank Tillyard, John Allez Le Lacheur, Joseph Grafton Mime, George Buchanan Gray, Thomas Dixon Rutherford, Joseph King, Will Reason, and Percy Alden

A M FAIRBAIRN, Solicitor,

Clerk to Shepheards, Solicitors,

31 & 32, Finsbury Circus, E C

Witness to the Signature of Frederick William Lawrence

WILLIAM FELLOWS SEDGWICK,

Trinity College, Cambridge, Student