

The Companies Acts 1948 to 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

Memorandum of Association**OF****TEMPLE GROVE SCHOOLS TRUST LIMITED**

1. The name of the Company is "TEMPLE GROVE SCHOOLS TRUST LIMITED".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
The advancement of education of children and students for the public benefit in particular but without limitation establishing, maintaining, funding or managing a preparatory school, senior school or college.
And for the purposes aforesaid or any of them:-
4. (1) To offer scholarships, exhibitions, prizes and rewards to scholars or prospective scholars at any school owned by the Company for the purpose of enabling, assisting or encouraging the education of such scholars either at any school owned by the Company or for the purpose of proceeding to any University or other educational establishment.

(2) To take all such steps as are necessary from time to time for the purpose of promoting the object of the Company or procuring contributions by way of donation, subscriptions, devises, bequests or in any other manner to the funds of the Company or of any school carried on by the Company.

(3) To establish, subsidise, promote, amalgamate, co-operate or federate with, affiliate, or become affiliated to, act as trustee or agent for or manage or lend money or assistance to any association, society, company, or other body, whether incorporated or not, whose objects are wholly of a charitable and educational nature, but so that none of the funds of the Company shall be paid to any federated, affiliated or co-operative association, society or other body which does not prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Company by Clause 4 of this Memorandum of Association.

(4) To found, subsidise, manage, act as trustee in relation to and assist any fund, association or institution whose objects shall be both charitable and educational and which are calculated to promote or assist the Company's objects or any of them.

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(5) Subject as to land to Section 14 of the Companies Act 1948, to solicit or procure by any lawful means and to accept and receive any donation of property of any nature and any devise, legacy or annuity, subscription, contribution or fund for the purpose of promoting the Company's objects or any of them and to apply to such purpose the capital as well as the income of any such legacy, donation or fund.

(6) To undertake, accept, execute and administer, without remuneration, any charitable trusts.

(7) To establish and support or aid in the establishment and support of any charitable and educational association or institution trust or fund, and to subscribe or guarantee money for any charitable and educational purpose, which the Company shall consider calculated to promote its objects or any of them.

(8) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property or any estate or interest whatsoever any rights, privileges and easements over or in respect of any property which may be considered necessary or convenient for the purposes of the Company.

(9) To sell, manage, lease, mortgage, exchange, dispose of or otherwise deal with and turn to account all or any part of the property of the Company as may be considered expedient with a view to the promotion of its objects or any of them.

(10) To borrow and raise money in such manner as may be considered expedient, and to issue debentures, debenture stock and other securities, and for the purpose of securing any debt or other obligation of the Company to mortgage or charge all or any part of the property of the Company.

(11) To invest or deal with any moneys of the Company not immediately required for use in connection with any of its objects in such manner as may from time to time be determined, and to place any such moneys on deposit with bankers and others; provided that moneys subject to the jurisdiction of the Charity Commissioners for England and Wales or the Minister of Education shall be invested only in such securities and with such sanction (if any) as for the time being may be prescribed by law.

(12) To lend and advance money or give credit on such terms as may be considered expedient, and either with or without security.

(13) To draw, make, accept, endorse, issue and negotiate bills of exchange, promissory notes and other negotiable instruments.

(14) To apply for and obtain any legislative, municipal or other Acts or authorisations for the purpose of enabling the Company to carry any of its objects into effect or of effecting any modification of the Company's constitution, or for any other purpose which may be considered expedient, and to oppose any proceedings or actions which may be considered calculated directly or indirectly to prejudice the Company's interests.

(15) To procure the registration or incorporation of the Company in or under the

laws of any place outside England, and to procure any Act of Parliament, provisional order, enactment, decree or other legislative or executive act of any government, state, colony, province, dominion, sovereign or authority, supreme, municipal, local or otherwise for the purpose of enabling the Company to carry any of its objects into effect.

(16) To pay all expenses of and incidental to the incorporation and establishment of the Company.

(17) Subject to Clause 5 hereof to grant pensions, allowances and gratuities to past or present officers or servants of the Company or to the dependants of such persons and to establish or maintain or participate in trust funds or schemes (whether contributory or non-contributory) for providing pensions or other benefits for any persons as aforesaid.

(18) To do all such other lawful things as shall be incidental or conducive to the attainment of the foregoing objects or any of them.

(19) To do all or any of the things and matters aforesaid in any part of the world.

Provided always and it is hereby declared that the Company exists only for purposes which are both charitable and educational and notwithstanding anything hereinbefore contained nothing shall be an object of the Company which is not both a charitable and educational object.

Provided also that the Company shall not support with its funds any object or endeavour to impose on or procure to be observed by its Members or others any regulations, restriction or condition which, if an object of the Company, would make it a Trade Union.

Provided also that in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or of the Minister of Education the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council or other the managers or trustees of the Company shall be chargeable for such property as may come into their hands, and shall be answerable and accountable for their own acts, receipts, neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would have been answerable and accountable as such Council or other managers or trustees if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division of the High Court of Justice, the Charity Commissioners or the Minister of Education over such Council or other managers or trustees, but as regards any such property they shall be subject, jointly and separately, to such control or authority as if the Company were not incorporated. In case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as allowed by law having regard to such trusts.

Provided also that none of the aforesaid charitable and educational objects of the Company shall be altered without the consent of the Minister of Education.

5.

- 5.1 The property and funds of the Company must be used only for promoting the Objects of the Company and no part thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to any Member (or Member of the Council) of the Company who or which is not a charity but nothing herein shall prevent the receipt by a member of the Company (not being a Member of the Council) of charitable benefits in accordance with the objects of the Company or the payment of:

5.1.1 Interest at a reasonable rate on money lent to the Company (not exceeding 6% per annum) to any member of the Company (including a Member of the Council)

5.1.2 A reasonable rent or hiring fee for property let or hired to the Company to any member of the Company (including a Member of the Council)

5.1.3 Reasonable and proper remuneration to any Member officer or employee of the Company in return for services actually rendered to the Company provided always that no Member of the Council shall be appointed to any salaried office of the Company or any office paid by fee

- 5.2 A Member of the Council must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except:-

5.2.1 As mentioned in Clause 5.1.

5.2.2 Reimbursement of reasonable out of pocket expenses (including hotel and travel costs) actually incurred in running the Company

5.2.3 Payment to any company in which a Member of the Council has no more than 1% shareholding

5.2.4 In exceptional cases, other payments or benefits (but only with the written approval of the Charity Commission in advance)

- 5.3 Whenever a Member of the Council has a personal interest in a matter to be discussed at a meeting of the Member of the Council or a Committee, the Member of the Council must:

5.3.1 Declare an interest at or before discussion begins on the matter

5.3.2 Withdraw from the meeting for that item unless expressly invited to remain in order to provide information

5.3.3 Not to be counted at the quorum for that part of the meeting

5.3.4 Withdraw during the vote and have no vote on the matter

6. The liability of the Members is limited.

7. Every Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a Member or

within one year after he ceased to be a Member for payment of the debts and liabilities of the Company contracted before he ceased to be a Member and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.00.

8. If upon the winding up or dissolution of the Company there shall remain, 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 such other Institution or Institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof, or shall be applied to such charitable or educational object or objects, as may be determined by the Ordinary 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, and if and so far as effect cannot be given to the aforesaid provision then shall be applied to some charitable or educational object or objects.
9. True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, and of the property, credits, and liabilities of the Company, and subject to any reasonable restrictions as to the time and manner of inspecting the same which may be imposed in accordance with the regulations contained in the Company's Articles of Association for the time being in force, such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Company shall be examined, and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

The Companies Acts 1948 - 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

Articles of Association

OF

TEMPLE GROVE SCHOOLS TRUST LIMITED

Adopted by special resolution of the Company on [16TH SEPTEMBER] 2009

PRELIMINARY

1. In these Articles and the Memorandum, if not inconsistent with the subject or context, the words standing in the first column of the table set out below shall bear the meanings set opposite to them respectively in the second column.

WORDS	MEANINGS
1985 Act	The Companies Act 1985
2006 Act	The Companies Act 2006
Acts	The 1985 Act and the 2006 Act
Articles	The articles of association of the Company as amended from time to time
Auditors	The Auditors appointed by the Company from time to time.
Company	Temple Grove Schools Trust Limited
Member	A member of the Company appointed in accordance with the Articles and Members shall mean all of them.
Memorandum	The memorandum of association of the Company as amended from time to time
Month	A calendar month
Office	The registered office of the Company
Trustee or Member of the	A director of the Company and Trustees shall mean

Council	all of them. The directors are charity trustees as defined by Section 97 of the Charities Act 1993
In Writing	Written or produced by any substitute for writing or partly written and partly so produced.

Words importing the singular number only shall include the plural number and vice versa.

Words importing the masculine gender shall include the feminine gender. Words importing persons shall include corporations.

Unless the context otherwise requires, any words or expressions defined in the 1985 Act or the 2006 Act, if not inconsistent with the subject or context shall bear the same meanings in these Articles.

Reference herein to any provision of either the 1985 Act or the 2006 Act shall be a reference to such provision as modified by any statute for the time being in force.

BUSINESS

2. The Company is established for the purposes expressed in the Memorandum
3. Any branch or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Trustees at such time or times as they may consider expedient.
4. The Office shall be at such place in England as the Trustees shall from time to time appoint.

MEMBERS

5. The Members shall be those Members at the date of adoption of these Articles together with any other natural persons who:
 - i. apply for membership in the form required by the Trustees; and
 - ii. are approved by the Trustees.
6. The decision of the Trustees as to whether or not any applicant for admission to membership of the Company shall be admitted shall be final and conclusive, and the Trustees shall be entitled in their absolute discretion to refuse to admit to membership any applicant without giving any reason for such refusal.
7. Every Member shall use reasonable endeavours to promote the objects and interests of the Company and shall observe the Company's regulations affecting him.

8. The rights of every Member shall be personal and not transferable, transmissible or chargeable.
9. The Trustees shall keep a register of names and addresses of Members.
10. There shall be no maximum number of Members and the minimum number of Members shall be one.

CLASSES OF MEMBERSHIP

11. The Trustees may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of Members.
12. As at the date of adoption of these Articles, there shall only be one class of membership, being full Members, having the right to attend and vote at general meetings and who shall be obliged to contribute in the winding up of the Company to the extent specified in Clause 7 of the Memorandum.
13. The Trustees may not directly or indirectly alter the rights or obligations attached to a class of membership.
14. The rights attached to a class of membership may only be varied if:
 - i. three quarters of the Members of that class consent in writing to the variation; or
 - ii. a special resolution is passed at a separate general meeting of the Members of that class agreeing to the variation.

TERMINATION OF MEMBERSHIP

15. A Member shall immediately cease to be a Member upon the happening of any one of the events following, namely:
 - i. if he shall resign his membership by written notice served on the Company at the Office;
 - ii. if he shall die or become mentally incapacitated or become bankrupt;
 - iii. if he shall fail to perform any obligation binding upon him under these Articles for one month after notice in writing requiring him to do so shall have been served upon him by the Company; or
 - iv. if he is removed from membership by a resolution of the Trustees that it is in the best interests of the Company that his membership is terminated. A resolution to remove a Member from membership may only be passed if the Member has been given at least twenty one days notice in writing of the meeting of the Trustees at which the resolution is to be proposed and the reasons why it is to be proposed and the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Company) has been allowed to make representations to the meeting of the

Trustees.

16. Any Member who for any cause whatsoever shall cease to be a Member shall remain liable for and shall pay to the Company all monies which may become payable by him by virtue of his liabilities under the Articles or Memorandum.

PATRONS AND FRIENDS OF THE COMPANY

17. The Trustees may from time to time make such rules or bye-laws as they may deem necessary or expedient or convenient for the appointment and proper conduct of former pupils and staff of Temple Grove schools (old Temple Grove associates), parents of former pupils, patrons, friends and other organisations or classes of individual association with the Company (hereafter "**OTGs and Patrons**") for the purposes of prescribing the classes of and conditions of such OTGs and Patrons, and in particular but without prejudice to the generality of the foregoing, they shall by such rules or bye-laws regulate:
- i. The admission and classification of OTGs and Patrons, and the rights and privileges of such OTGs and Patrons, and the conditions of association and the terms on which OTGs and Patrons may resign or have such association terminated and the entrance fees, subscriptions and other fees or payments to be made by OTGs and Patrons.
 - ii. The conduct of OTGs and Patrons in relation to one another, and to the Members, Trustees and/or servants.
 - iii. The procedure at general meetings and meetings of the Trustees and committees of the Company (including, if the Trustees deem appropriate the right for OTGs and Patrons to attend general meetings) insofar as such procedure relates to OTGs and Patrons and is not regulated by the Memorandum or Articles.
18. For the avoidance of doubt, OTGs and Patrons shall not be Members and/or Trustees by virtue of their association as OTGs and Patrons but may also be Members and/or Trustees in a separate capacity and shall not in their capacity as OTGs or Patrons have the right to vote at any meeting of Trustees or general meeting of the Company.
19. The Company in general meeting shall have power to alter or repeal the rules or bye-laws relating to OTGs and Patrons and to make additions thereto and the Trustees shall adopt such means as they deem sufficient to bring to the notice of OTGs and Patrons all such rules or bye-laws, which so long as they shall be in force, shall be binding on all OTGs and Patrons. Provided, nevertheless, that no such rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles.

GENERAL MEETINGS

20. The Company shall in each year hold a general meeting as its annual general meeting.
21. Not more than fifteen months shall elapse between the date of one annual general meeting of the Company and the next.
22. The Trustees may call a general meeting at any time.

NOTICE OF GENERAL MEETINGS

23. The minimum periods of notice required to hold a general meeting of the Company are:
 - i. twenty one clear days for an annual general meeting or a general meeting called for the passing of a special resolution;
 - ii. fourteen clear days for all other general meetings.
24. A general meeting may be called by shorter notice than that specified above if it is so agreed by a majority in number of Members having a right to attend and vote at the meeting who together hold not less than 90 percent of the total voting rights.
25. The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of Members to appoint a proxy under section 325 of the 2006 Act and Article 41.
26. The notice must be given to all Members of the Company entitled to attend and to the Trustees.

PROCEEDINGS AT GENERAL MEETINGS

27. All business shall be deemed special that is transacted at a general meeting with the exception of the consideration of the accounts, balance sheets, and the reports of the Trustees and auditors and the appointment of, and the fixing of the remuneration of, the auditors at the annual general meeting.
28. 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. Three Members present in person (or if there are less than three Members of the Company, one Member present in person) shall be a quorum.
29. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum.
30. The chairman (if any) of the board of Trustees or in his absence the vice-chairman (if any) shall preside as chairman at every general meeting of the

Company. If there is no such chairman or vice-chairman, or if at any general meeting neither the chairman nor the vice-chairman is present within fifteen minutes after the time appointed for holding the meeting, or if neither of them is willing to act as chairman, the Members present shall choose a Trustee to be chairman. If there are no Trustees present or if all the Trustees present decline to act as chairman, the Members shall choose a Member to be chairman.

31. The chairman with the consent of any meeting at which a quorum is present may and if so directed by the meeting shall adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted 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.
32. 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 either:
 - i. by the chairman; or
 - ii. by at least three Members present in person or by proxy
33. Unless a poll is demanded a declaration by the chairman of the result of the vote shall be conclusive.
34. Except as provided in Article 35, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
35. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
36. 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 as the chairman directs, and the meeting may proceed with any other business.

VOTES OF MEMBERS

37. Every Member shall have one vote.
38. Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.
39. On a poll votes may be given either personally or by proxy.
40. The instrument appointing a proxy shall be in writing and signed by or on behalf of the appointer. A proxy need not be a Member of the Company.

41. The instrument appointing a proxy and the power of attorney, or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for taking of the poll, and in default the instrument of proxy shall not be treated as valid.
42. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

TEMPLE GROVE SCHOOLS TRUST LIMITED

"I/We
of
in the County of being a Member/Members of the above-named Company,
hereby appoint
of
or failing him
of
as my/our proxy to vote for me/us on my/our behalf at the general meeting of the
Company to be held on the
day of 20 and at any adjournment thereof.

Signed this day of 20 "

43. Where it is desired to afford Members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

TEMPLE GROVE SCHOOLS TRUST LIMITED

"I/We
of
in the County of being a Member/Members of the above-named Company,
hereby appoint
of
or failing him
of
as my/our proxy to vote for me/us on my/our behalf at the general meeting of
the Company to be held on the
day of 20 and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No.1 *for *against

Resolution No.2 *for *against

* Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he/she thinks fit or may abstain from voting.

Signed this day of 20 “

44. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
45. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or mental incapacity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no notice in writing of such death, mental incapacity or revocation has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

WRITTEN RESOLUTIONS

46. A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Member and a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members has signified its agreement to the resolution in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more Members have signified their agreement.

THE TRUSTEES

47. A Trustee must be a natural person aged 16 years or older.
48. Unless and until otherwise determined by the Company in general meeting, the number of Trustees shall not be less than three but shall not be subject to any maximum.
49. Subject to the provisions of sections 168 – 169 of the 2006 Act, the power to appoint and (in the manner specified in Article 52 (iv)) remove Trustees shall vest with the board of Trustees.
50. Every Trustee shall have the power to nominate any other Trustee or any other person approved for that purpose by the board of Trustees to act as alternate Trustee in his place during his absence and at his discretion to remove any such alternate Trustee. On any such appointment being made the alternate Trustee (except as regards the power to appoint an alternate) shall be subject in all respects to the terms and conditions existing with reference to the other Trustee, and every alternate Trustee, while so acting, shall exercise and discharge all the

functions, powers and duties of the Trustee whom he represents. Any Trustee acting as an alternate shall have an additional vote for every Trustee for whom he acts as alternate. An alternate Trustee shall immediately cease to hold that position if for any reason his appointor ceases to be a Trustee.

51. An instrument appointing an alternate Trustee shall be left at the Office and, as nearly as circumstances will admit, shall be in the form or to the effect following:-

TEMPLE GROVE SCHOOLS TRUST LIMITED

"I,
a Trustee of the above-named Company, pursuant to the power in that behalf contained in Article 48 of the Articles of Association of the Company, do hereby nominate and appoint
of
to act as alternate Trustee in my place during my absence and to exercise and discharge all my duties as a Trustee.

Dated this day of 20 "

DISQUALIFICATION OF TRUSTEES

52. The office of a Trustee shall be vacated in any one of the events following, namely:
- i. if he shall resign his office by notice in writing left at or sent to the Office.
 - ii. if he shall become mentally incapacitated or bankrupt or compound with his creditors.
 - iii. if he shall become prohibited from being a Trustee by reason of any legislation.
 - iv. if he shall be removed from office by a resolution passed by the affirmative vote of not less than three quarters of the Trustees present at a meeting of the board of Trustees which the resolution was proposed, and in respect of which no less than twenty one days notice has been given.

PROCEEDINGS OF THE TRUSTEES

53. The board of Trustees may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it shall think fit. Unless and until otherwise determined by the Trustees questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes the chairman shall have a second or casting vote. The chairman of the board may summon a meeting of the board at any time and shall be obliged to do so at the requisition of two Trustees.
54. Seven days' notice at the least (inclusive of the day on which the notice is served or deemed to be served but exclusive of the day for which the notice is given) specifying the place, the day, and the hour of meeting and enclosing the agenda

of the business to be discussed at the meeting shall be given of every meeting of the board of Trustees unless in the opinion of the chairman or failing him the vice-chairman it shall be expedient to call a meeting on short notice for the discussion of urgent business, in which case the meeting may be called on three days' notice if the notice is sent through the post or on twenty-four hours' notice if the notice is given by telephone or email. It shall not be necessary to give notice of a meeting of the board of Trustees to any Trustee for the time being absent from the United Kingdom.

55. The board of Trustees shall appoint from among its members a chairman and a vice-chairman, and in the event of any vacancy in either of those offices the board of Trustees shall so soon as practicable fill the vacancy.
56. The quorum necessary for the transaction of the business of the board of Trustees may be fixed by the board and unless and until so fixed shall be two.
57. No business not mentioned in the agenda mentioned in Article 54 shall be transacted at any meeting of the board of Trustees unless in the opinion of the chairman of the meeting supported by a majority of the other Trustees present at the meeting such business arises directly out of an item included in the agenda or out of the minutes of the last preceding meeting or is a matter of urgency.
58. If at any meeting of the board of Trustees neither the chairman nor the vice-chairman is present within fifteen minutes after the time appointed for holding the meeting the Trustees present shall choose one of their number to be chairman of the meeting.
59. A resolution in writing signed by all the Trustees for the time being in the United Kingdom shall be as effective as if it had been passed at a meeting of the board of Trustees duly convened and held.
60. The board of Trustees may delegate any of its powers (other than the power to admit or expel Members of the Company) to committees, as it may think fit. In the exercise of the powers so delegated any committee so formed shall conform to any regulations which may be imposed on it by the board of Trustees.
61. A 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 fifteen minutes after the time appointed for holding the same, the members of the committee present shall choose one of their number to be chairman of the meeting.
62. A committee may meet and adjourn as it shall think proper. Questions arising at any meeting shall be determined by a majority of votes of the Trustees present but in case of an equality of votes the chairman shall not have a second or casting vote and the resolution shall be considered as lost. A committee shall have power to fix its own quorum, but except to such extent the meetings and proceedings of a committee shall be governed by the provisions contained in these Articles for regulating the meetings and proceedings of the board of Trustees so far as the same are applicable thereto and are not superseded by any regulations imposed by the board of Trustees under or by the provisions of the preceding Articles.

63. All acts done at any board or committee meeting or by any person acting as a Trustee, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Trustee or person acting as aforesaid or that he or any of them was ineligible or had vacated office, shall be as valid as if every such person had been duly appointed and was eligible and had continued to be a Trustee.
64. The board of Trustees may (but shall not be required to) appoint a company secretary and shall be entitled to remove any company secretary so appointed from office. The powers and duties of any company secretary shall be determined by the board.
65. Any Trustee (including an alternate Trustee) may, if entitled to participate, participate in a meeting of the Trustees (or a committee of the Trustees of which he is a member) by telephone, video conference or other audio or audio-visual link or any other form of telecommunication provided all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to the Articles and the Acts, he shall be entitled to vote and be counted in the quorum accordingly. A meeting held in this manner shall be deemed to be validly held and shall be deemed to take place where the largest group of participants is physically assembled, or if there is no such group, where the chairman is physically present. The Trustees not present at the place at which the meeting is deemed to be held shall nevertheless be marked as present for the purposes of any minutes of the meeting.
66. Subject to the provisions of the Acts, any document or information required or authorised to be sent or supplied by the Company to any Member or any other person pursuant to the Articles or the Acts or any other rules or regulations to which the Company may be subject, may be sent or supplied in hard copy form, in electronic form, by means of a website or in any other way in which documents or information may be sent or supplied by the Company pursuant to the Acts. The provisions of the 2006 Act which apply to sending or supplying a document or information required or authorised to be sent or supplied by the Acts by making it available on a website shall, mutatis mutandis, apply to the sending or supplying of any document or information required or authorised to be sent by the Articles or any other rules or regulations to which the Company may be subject, by making it available on a website.

RETIREMENT OF TRUSTEES

67. The provisions of Articles 67 – 70 shall not be effective until such time as they are formally adopted by the Trustees at their discretion.
68. Each Trustee (not being either chairman or vice chairman) shall retire from office and, subject to Article 70, may stand for re-election at the next annual general meeting following the third anniversary of his appointment or re-election (as the case may be).
69. The chairman and vice chairman shall each retire from office and, subject to Article 70, may stand for re-election at the next annual general meeting following

the fifth anniversary of his appointment or re-election (as the case may be).

70. Each Trustee (not being either a chairman or vice chairman) shall be entitled to stand for re-election pursuant to Article 68 not more than three times and each chairman or vice chairman shall be entitled to stand for re-election pursuant to Article 69 not more than twice.

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

71. The business and affairs of the Company shall be managed by the board of Trustees, which (subject as hereinafter provided) may exercise all such powers of the Company as are not by either the 1985 Act or the 2006 Act or by these Articles required to be exercised by the Company in general meeting. The Company may prescribe regulations in respect of the management of the board of Trustees but no regulation made by the Company in general meeting shall invalidate any prior act of the board of Trustees which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the board of Trustees by any other Article.
72. The board of Trustees may exercise all the powers of the Company to borrow or raise money, and to mortgage or charge its undertaking and property, and to issue debentures and other securities, and any such debentures and other securities may be issued at par or at a premium or at a discount.
73. All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable 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 board of Trustees shall from time to time by resolution determine.

MINUTES

74. The board of Trustees shall cause minutes to be made in books provided for the purpose:
- i. of all appointments of officers made by the board, and
 - ii. of the names of the Trustees present at every meeting of the board and of any committee, and
 - iii. of all resolutions and proceedings at all meetings of the board and of all committees.

THE SEAL

75. If the Company has a seal it must only be used by the authority of Trustees. The board of Trustees may determine who shall sign any instrument to which the seal is affixed.

ACCOUNTS

76. The board of Trustees shall cause true accounts to be kept as required by the 2006 Act and in particular shall keep records:
- i. of all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place, and
 - ii. of the property, credits and liabilities of the Company, and
 - iii. of all sales and purchase of goods by the Company
77. The books of account shall be kept at the Office, or at such other place or places as the board of Trustees may think fit, and shall always be open to the inspection of the Trustees.
78. The Company in general meeting may at any time or from time to time make conditions and regulations as to the time and manner of inspection by Members of the accounts of the Company, and subject to any such conditions and regulations such accounts shall be open to the inspection of Members at all reasonable times during business hours.
79. Once at least in every year the board of Trustees shall lay before the Company in general meeting an income and expenditure account made up to a date not more than nine months before the meeting a balance sheet made up as at the same date containing all such particulars with regard to the capital, the assets and the liabilities of the Company as are required by the 1985 Act or the 2006 Act (as the case may be).
80. Every such balance sheet as aforesaid shall be signed on behalf of the Trustees by two Trustees and shall be accompanied by a report of the board of Trustees as to the state of the Company's affairs, and it shall also have attached to it the Auditors' report.
81. A copy of every income and expenditure account 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 Auditors' 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

82. Auditors shall be appointed and their duties regulated in accordance with the provisions of the 1985 Act and the 2006 Act.

NOTICES

83. A notice may be given by the Company to any Member or Trustee either personally or by sending it by post to him or to his 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, or by sending or supplying it using electronic means to an email or other electronic address for the time being notified to the Company by such Member or Trustee, or by any other means authorised in writing by such Member or Trustee. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted or if sent by electronic means immediately upon transmission and in any other case at the time at which the letter would be delivered in the ordinary course of post.
84. Notice of every general meeting shall be given in any manner hereinbefore authorised to:
- i. every Trustee;
 - ii. every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company either an address within the United Kingdom or an email or other electronic address for the giving of notices to them;
 - iii. every person being a legal personal representative of a trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive notice of the meeting; and
 - iv. the Auditors for the time being of the Company.
85. No other person shall be entitled to receive notices of general meetings.
86. Any notice or other document which pursuant to these presents is required to be served by any Member on the Company or any officer of the Company may be served by leaving the same at the Office or by sending the same through the post in a prepaid envelope addressed to the Company or to the Secretary or other officer of the Company, as the case may be, at the Office.

WINDING UP

87. If the Company shall be wound up the provisions contained in Clause 8 of the Memorandum shall be performed and have effect in all respects as if the same were repeated in these presents.