

Company Number: 813847

Charity Number: 239966

**THE COMPANIES ACT
COMPANY LIMITED BY GUARANTEE
OF
BROOK ADVISORY CENTRES ("the Company")**

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

- 1 That the Articles of Association of the Company be deleted in their entirety and replaced by the Articles of Association in the form attached in substitution for all former Articles of Association



Chairman/Director/Secretary

Date 31 March 2011

TUESDAY



A35
12/04/2011
COMPANIES HOUSE

51

The Companies Acts

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

**ARTICLES OF ASSOCIATION
OF
BROOK ADVISORY CENTRES**

1 Name of Centre and Meaning of Words

1 1 The name of the centre is Brook Advisory Centres, called in this document the Centre

1 2 In these Articles the words standing in the first column of the table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context

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

words importing persons shall include corporations

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these Articles become binding on the Centre shall, if not inconsistent with the subject or context, bear the same meaning in these Articles

1 3	Words	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	These Articles of Association, and the regulations of the Centre from time to time in force
the Board	The Board for the time being of the Centre
the Centre	The above-named company
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
Month	Calendar month
Brook Advisory	A charity registered with the Charity Commission in England and Wales with number 1140431 and the Office of the Scottish Charity Regulator with number SC042132 and a company limited by guarantee incorporated with number 7458731
Objects	The Objects of the Centre as defined in Article 3
the Office	The registered office of the Centre
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
the United Kingdom	Great Britain and Northern Ireland
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 **Registered Office**

- 2 1 The registered office of the Centre will be situate in England and Wales

3 Objects of the Centre

- 3 1 The objects are to promote the health, particularly sexual health of young people and those most vulnerable to sexual ill health through providing information, education and outreach, counselling, confidential clinical and medical services, professional advice and training

4 Powers of the Centre

- 4 1 The Centre has the following powers which may be used only to promote the Objects -

- 4 1 1 to buy, take on lease, share, hire or otherwise acquire property of any sort,
- 4 1 2 to sell, lease or otherwise dispose of all or any part of the property belonging to the Centre in exercise of this power but the Centre must comply as appropriate with Sections 36 and 37 of the Charities Act 1993,
- 4 1 3 to borrow money and to charge the whole or any part of the property belonging to the Centre as security for the repayment of money borrowed or any other obligation but the Centre must comply as appropriate with Sections 38 and 39 of the Charities Act 1993 if it wishes to mortgage land,
- 4 1 4 to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land,
- 4 1 5 to employ and pay any employees, officers, servants and professional or other advisers,
- 4 1 6 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,
- 4 1 7 to give or receive guarantees or indemnities,
- 4 1 8 to promote or undertake study or research and disseminate the results of such research,
- 4 1 9 to produce, print and publish anything in any media,
- 4 1 10 to provide or procure the provision of services, education, training, consultancy, advice, support, counselling, guidance, grants, scholarships, awards or materials in kind,
- 4 1 11 to promote and advertise the Centre's activities,

- 4 1 12 to invest any money in any investments, securities or properties, and to accumulate and set aside funds for special purposes or as reserves,
- 4 1 13 to undertake any charitable trust,
- 4 1 14 to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants,
- 4 1 15 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 Centre 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,
- 4 1 16 to transfer or dispose of, with or without valuable consideration, any part of the property or funds of the Centre not required for the purpose of the Centre in furtherance of the Centre's Objects,
- 4 1 17 to establish, support, federate with or join or amalgamate with any companies, institutions, trusts, societies or associations,
- 4 1 18 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,
- 4 1 19 to open and operate bank accounts and other banking facilities,
- 4 1 20 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,
- 4 1 21 to co-operate and enter into any arrangements with any governments, authorities or any person, company or association,
- 4 1 22 to insure any risks arising from the Centre's activities,
- 4 1 23
 - (i) to purchase indemnity insurance out of the funds of the Centre to indemnify any of the Trustees against any personal liability in respect of
 - (a) any breach of trust or breach of duty committed by them in their capacity as charity trustees or Trustees for the Centre,
 - (b) any negligence, default, breach of duty or breach of trust committed by them in their capacity as directors or officers of the Centre or of any body corporate carrying on any activities on behalf of

the Centre,

(c) any liability to make contributions to the assets of the Centre in accordance with section 214 of the Insolvency Act 1986

(ii) Subject to Article 4 1 23(iv) below, any insurance in the case of Article 4 1 23(i)(a) or (b) must be so framed as to exclude the provision of an indemnity for a person in respect of

(a) 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),

(b) 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 willful or reckless misconduct, by him or her, or

(c) any liability incurred by a Trustee to the Centre that arises out of any conduct which he knew (or must reasonably be assumed to have known) was not in the interests of the Centre or in the case of which he did not care whether it was in the best interests of the Centre or not

(iii) Subject to Article 4 1 23(iv) below, any insurance in the case of Article 4 1 23(i)(c) shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Centre (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Centre would avoid going into insolvent liquidation, and

(iv) to purchase out of the funds of the Centre any additional indemnity insurance cover for the benefit of the Trustees that is permitted by law from time to time

4 1 24 to delegate upon such terms and at such reasonable remuneration as the Centre may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment (an "investment" is an asset which is capable of producing income and may also increase in capital value),

Provided always that -

(i) the Managers are properly authorised to carry on investment business,

- (ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up by the Centre,
- (iii) the Managers are under a duty to report promptly to the Centre 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 Centre,
- (iv) the Centre is entitled at any time to review, alter or terminate the delegation or the terms thereof,
- (v) the Centre reviews the arrangements for delegation at intervals but so that any failure by the Centre to undertake such reviews shall not invalidate the delegation,

4 1 25 to permit any investments belonging to the Centre to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Centre and to pay any such nominee reasonable and proper remuneration for acting as such,

4 1 26 to do anything else within the law which helps promote the Objects

5 Use of income and property

5 1 The income and property of the Centre 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 members of the Centre or Trustees, and no Trustee may be appointed to any office of the Centre paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Centre except as permitted by law or by the Charity Commission or shown below under 'Allowed Payments' and then only after complying with any requirements of the Act and the Charities Act, PROVIDED this shall not prevent a member of the Centre or a Trustee receiving any benefit as a beneficiary

6 Allowed Payments

6 1 The Charity may pay -

6 1 1 Reasonable and proper payment to any officer, servant, employee, professional or other adviser of the Centre who is not a Trustee for any services to the Centre,

6 1 2 Reasonable and proper remuneration of a Trustee for services actually rendered (and goods in connection with the supply of those services) to the Centre or a wholly-owned subsidiary of the Centre (save for services rendered in his or her capacity as a Trustee) including the usual professional charges for services provided or

business done by a Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or her firm instructed by the Centre to act on its behalf, PROVIDED THAT -

- (i) the number of Trustees so remunerated in any accounting period shall not exceed a minority of the Board of Trustees,
- (ii) 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,
- (iii) such Trustee shall not vote on any resolutions relating to his or her engagement by the Centre or a subsidiary of the Centre,

- 6 1 3 Reasonable interest on the money lent by any member of the Centre or any Trustee The highest annual rate of interest that may be charged is two per cent below the base rate of a clearing bank in the United Kingdom selected by the Trustees,
- 6 1 4 Reasonable out-of-pocket expenses to any Trustee,
- 6 1 5 Reasonable and proper payment to a company of which a Trustee holds not more than a hundredth of the capital,
- 6 1 6 Reasonable and proper rent of premises demised or let by any member of the Centre or Trustee,
- 6 1 7 To the extent permitted by law, reasonable and proper premiums in respect of any insurance policy taken out pursuant to Article 4 1 23 above,
- 6 1 8 Any payment to a Trustee under the indemnity provisions in the Articles of Association, and
- 6 1 9 In exceptional cases other payments or benefits but only with the prior written approval of the Charity Commission,
- 6 1 10 PROVIDED THAT no member of the Centre or 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 member of the Centre or 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

7 Limited Liability

- 7 1 The liability of the members is limited

8 Guarantee by Members of the Centre

- 8 1 Every member of the Centre undertakes to contribute to the assets of the Centre, in the event of the same being wound up while s/he is a member, or within one year after s/he ceases to be a member, for payment of the debts and liabilities of the Centre contracted before s/he ceases 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 £5

9 Winding-up of the Centre

- 9 1 If upon the winding up or dissolution of the Centre 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 Centre, but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects of the Centre, such charitable institution or institutions to be determined under or pursuant to the Articles of the Centre, and if and so far as effect cannot be given to such provision then to some other charitable body or bodies (whether or not the body is a member of the Centre)

10 Membership

- 10 1 The sole member of the Centre shall be Brook Advisory
- 10 2 From the date of the adoption of these amended Articles of Association all members other than Brook Advisory shall cease to be members

11 Authorised Representative

- 11 1 Such person as is from time to time authorised by Brook Advisory shall be its duly authorised representative

12 Meetings and Company Resolutions

- 12 1 Decisions of Brook Advisory as the sole member can be made
- 12 1 1 by an authorised representative of Brook Advisory notifying a decision Brook Advisory has made to the Centre within 14 days of the date of the decision, or
- 12 1 2 by Brook Advisory passing a written resolution in accordance with the provisions of the Companies Act which is signed by the authorised representative of Brook Advisory
- 12 2 Communications in relation to written resolutions shall be sent to the Centres' auditors in accordance with the Companies Act

13 Board

13 1 The number of Trustees shall not be less than three. The Board shall determine the maximum number of Trustees from time to time.

13 2 Any person who is willing to act as a Trustee, and is permitted by law to do so, may be appointed as a Trustee by Brook Advisory.

14 Powers of the Board

14 1 The business of the Centre shall be managed by the Board which may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Centre as they think fit, and may exercise all such powers of the Centre and do on behalf of the Centre all such acts as may be exercised and done by the Centre and as are not by statute or by these Articles required to be exercised or done by the Centre in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the statutes for the time being in force and affecting the Centre, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Centre in General Meeting, but no regulation made by the Centre in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

14 2 The members for the time being of the Board may act notwithstanding any vacancy in their body provided always that in case the members of the Board shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these Articles, it shall be lawful for them to act as the Board for filling up vacancies in their body.

15 The Secretary

15 1 The Board may but, subject to the Act, need not, appoint a company secretary and may decide his or her period of office, pay and any conditions of service, and may remove him or her from office.

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, the Company Directors Disqualification Act 1986 (or any regulations made under it) or the Charities Act 1993, or

16 1 3 is considered by the Board to have become incapable whether mentally or physically of managing his or her own affairs and a majority of the other Trustees resolve that he or she must cease to hold office, or

- 16 1 4 resigns the office by notice in writing to the Centre but only if at least three Trustees will remain in office when the resignation takes effect, or
- 16 1 5 is absent from three consecutive meetings of the Trustees and it is resolved by a majority of the other Trustees to remove him or her, or
- 16 1 6 breaches his or her duties under the Act and in particular the duties for the proper management of conflicts of interest and the Board resolves to remove him or her by a resolution by 75 per cent of the other Trustees present and voting at a meeting and that prior to such a meeting the Trustee in question has been given written notice of the intention to propose such a resolution at the meeting, or
- 16 1 7 if he or she is removed by Brook Advisory giving him or her written notice, or
- 16 1 8 is removed from office by a resolution of at least 75 per cent of the other Trustees present and voting at a Board meeting at which at least half of the serving Trustees are present provided that prior to such a meeting the Trustee in question has been given written notice of the intention to propose such a resolution at the meeting

17 Proceedings of the Board

- 17 1 The quorum necessary for business to be done at a Board meeting is three This is subject to Article 18
- 17 2 A Trustee may, and on the request of a Trustee the Secretary shall, at any time, summon a meeting of the Board by notice served upon the several Trustees A Trustee who is absent from the United Kingdom shall not be entitled to notice of a meeting Notice of each meeting of the Board shall be accompanied by the minutes of the previous Board Meeting and an agenda mentioning all subjects that any Trustee has requested be considered at the meeting Failure to observe the provisions of this Article other than failure to give notice of any meeting to a Trustee present in the United Kingdom or to Brook Advisory shall not invalidate the proceedings at any meeting
- 17 3 The Chair shall preside at meetings of the Board If there is no Chair or if at any Meeting the Chair is not present within five minutes after the time appointed for holding the same, the Trustees present shall choose one of their number to be Chair of the Meeting
- 17 4 A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Centre for the time being vested in the Board generally Any resolution for the appointment of any person to any office shall require to be seconded

- 17 5 The Board may delegate any of its powers to committees consisting of such member or members of the Board as it thinks fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Board. The meetings and proceedings of any such committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. All acts and proceedings of any such committee shall be reported to the Board as soon as possible.
- 17 6 All acts bona fide done by any meeting of the Board or of any committee of the Board, or by any person acting as a Trustee, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Trustee.
- 17 7 The Board shall cause proper minutes to be made of all appointments of officers made by the Board and of the proceedings of all meetings of the Centre and of the Board and of committees of the Board, and all business transacted at such meetings, and any such minutes of any meeting, if purported to be signed by the Chair of such meeting, or by the Chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
- 17 8 A resolution in writing signed by all the members for the time being of the Board or of any committee of the Board who are entitled to receive notice of a meeting of the Board or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Board or of such committee duly convened and constituted.
- 18 **Conflicts of Interest**
- 18 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.
- 18 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 Charity 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.
- 18 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

- 18 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 18 3 and 18 4, and
- 18 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 18 3 and 18 4
- 18 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 18 2 and the manner of dealing with the conflict, provided that
- 18 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
- 18 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
- 18 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 18 3 1 and 18 3 2 above
- 18 5 The duty to deal with conflicts referred to in Article 18 2 applies in the case of the exploitation of property, information or opportunity even if the Charity is not taking, or could not take, advantage of the opportunity
- 18 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
- 18 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
- 18 8 Nothing contained in this Article 18 shall authorise a Trustee to receive any benefit not permitted elsewhere in these Articles
- 19 **Indemnity**
- 19 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 Centre may indemnify every Trustee or other officer out of the assets of the Centre against all costs and liabilities incurred by him or her which relate to

anything done or omitted or alleged to have been done or omitted by him or her as a Trustee or other officer save that no Trustee may be entitled to be indemnified

19 1 1 for any liability incurred by him or her to the Centre or any associated company of the Centre (as defined by the Act for these purposes),

19 1 2 for any fine imposed in criminal proceedings,

19 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,

19 1 4 for any liability which he or she has incurred in defending any criminal proceedings in which he or she is convicted and such conviction has become final,

19 1 5 for any liability which he or she has incurred in defending any civil proceedings brought by the Centre or an associated company in which a final judgment has been given against him or her, and

19 1 6 for any liability which he or she has incurred in connection with any application under the Act in which the court refuses to grant him or her relief and such refusal has become final

19 2 To the extent permitted by law from time to time, the Centre may provide funds to every Trustee or other officer to meet expenditure incurred or to be incurred by him or her 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 or her as a Trustee or officer, provided that he will be obliged to repay such amounts no later than

19 2 1 in the event he or she is convicted in proceedings, the date when the conviction becomes final,

19 2 2 in the event of judgment being given against him or her in proceedings, the date when the judgment becomes final, or

19 2 3 in the event of the court refusing to grant him or her relief on any application under the Act, the date when refusal becomes final

20 **Accounts**

20 1 Accounts shall be prepared in accordance with the Act

20 2 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

20 3 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 Centre if the right is given by law or authorised by the Trustees or a general meeting

20 4 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

20 5 Copies need not be sent to a person for whom the Centre does not have a current address (as defined in Companies Act 2006)

20 6 The deadline for sending out the accounts and reports (or summary financial statements) is as follows

20 6 1 The deadline for filing the Centre's accounts and reports with Companies House, as prescribed by the Companies Act 2006, or

20 6 2 If earlier, the date on which the Centre actually files the accounts and reports (or summary financial statements) with Companies House

20 7 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

20 8 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

21 **Audit**

21 1 The Centre must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Centre's income or assets from time to time makes this a legal requirement

22 **Notices**

22 1 The Centre may give notice to any member either

22 1 1 personally, or

22 1 2 by delivering it or sending it by ordinary post to the member's registered address, or

22 1 3 if the member has provided the Centre 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

22 1 4 if the member has provided the Centre 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

22 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 Centre for that purpose or in accordance with 22 1 3, 22 1 4 or 22 1 5 above but otherwise no member not within the United Kingdom shall be entitled to receive any notice from the Centre

22 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 Centre receives no indication that it has not been received

22 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

22 4 The Centre may assume that any fax number or e-mail address given to it by a member remains valid unless the member informs the Centre that it is not

22 5 Where a member has informed the Centre in Writing of his or her consent, or has given deemed consent in accordance with the Act, to receiving notices from the Centre by means of a website, notice will be validly given if the Centre sends that member a notification informing him or her 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