

THE COMPANIES ACTS 1985 TO 1989

COMPANIES LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITALMEMORANDUM OF ASSOCIATION
OF
WYCLIFFE UK LIMITED

(As amended by special resolution on 5 May 2006)

1. The name of the company (hereinafter called "the Association") is **WYCLIFFE UK LIMITED**.
2. The Registered Office of the Association is situated in England.
3.
 - (1) The objects of the Association, are:
 - (a) to promote the Christian Faith and Christian Religion and in particular the translation, publication and dissemination of the Bible in different languages as referred to in Clause 3(2) hereof;
 - (b) the advancement of education (particularly in relation to the Christian Religion, knowledge of the Bible and Christian doctrine, faith and practice), language and literacy; and
 - (c) the relief of poverty.
 - (2) The Association is formed to glorify God by promoting:
 - (a) the translation of the Holy Scriptures into vernacular languages,
 - (b) the publication and distribution of these vernacular Scriptures.
4. To further its objects the Association may (subject to clause 5):
 - (1) carry out literacy work;

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- (2) make known to the interested public at large, the needs, progress and results of Bible translation world-wide;
- (3) recruit and prepare suitable persons to become members of the Association;
- (4) encourage and facilitate the translation of the Holy Scriptures into vernacular languages by such members and/or mother tongue translators;
- (5) provide facilities and staff for academic and practical training for Bible translation work and its ancillary disciplines;
- (6) encourage and facilitate work towards the relief of poverty and community development;
- (7) work in partnership with other organisations towards common goals.(8) stimulate the supply of adequate finances, prayer and practical support for the aforesaid objects;
- (9) provide conference facilities and supporting services, as may be deemed appropriate.
- (10) produce for sale or distribution materials which will promote any of the above mentioned charitable objects;
- (11) receive donations, including money and property by way of gift, contribution or bequest and to distribute such donations according to the objects of the Association and where appropriate in accordance with the request of the donor;
- (12) borrow or receive money for the objects of the Association on such terms and on such security as may be thought fit (with such consents as are required by law);
- (13) invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit;
- (14) act as manager or trustee of, or in respect of, any property held or administered for charitable purposes within the objects of the Association and, so far as may be lawful, to act as a trust corporation for the administration of any such charitable trusts;

- (15) purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which may be necessary or convenient for the promotion of the objects of the Association and to construct, maintain or alter any buildings or erection necessary or convenient for the work of the Association;
- (16) subject to such consents as may be required by law sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association as may be expedient in the promotion of its objects;
- (17) undertake or execute any charitable trusts which lawfully may be undertaken by the Association and are conducive to the attainment of its objects;
- (18) act in co-operation with Wycliffe Bible Translators International Inc. or any other charitable association or institution whose objects are compatible with those of the Association; and to establish and support or aid in the establishment and support of any other charitable association or institutions, in line with the objects of the Association;
- (19) subscribe or guarantee money for charitable purposes in any way connected with the objects of the Association or calculated to further its objects;
- (20) delegate the management of investments to a financial expert provided that:
 - (a) the financial expert is:
 - (i) an individual who is an authorised person within the meaning of the Financial Services and Markets Act 2000; or
 - (ii) a company or firm of repute which is an authorised or exempt person within the meaning of that Act except persons exempt solely by virtue of Article 44 and/or Article 45 of the Financial Services and Markets Act 2000 (Exemption) Order 2001.
 - (b) the investment policy is set down in writing for the financial expert by the Trustees;

- (c) every transaction is reported promptly to the Trustees;
 - (d) the performance of the investments is reviewed regularly by the Trustees;
 - (e) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (f) the investment policy and the delegation arrangements are reviewed at least once a year;
 - (g) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt;
 - (h) the financial expert may not do anything outside the powers of the Trustees;
- (21) arrange for investments or other property of the Association to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or a financial expert acting under their instructions and to pay any reasonable fee required;
- (22) lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- (23) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (24) subject to clause 4(25) raise funds by way of subscription, donation or otherwise;
- (25) trade in the course of carrying out the objects of the Association and carry on any other trade which is not expected to give rise to taxable profits;
- (26) incorporate subsidiary companies to carry on any trade;
- (27) subject to clause 6 engage and pay employees and professional or other advisers and make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;

- (28) establish and support or aid in the establishment and support of any other charitable organisations and subscribe, lend or guarantee money or property for charitable purposes;
- (29) acquire or undertake all or any of the property, liabilities and engagements of charities with which the Association may co-operate or federate;
- (30) provide indemnity insurance to cover the liability of the Trustees:
 - (a) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the Association; and
 - (b) to make contributions to the assets of the Association in accordance with the provisions of section 214 of the Insolvency Act 1986;

Provided that any such insurance in the case of (30) (a) shall not extend to:

- (i) any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Association, or which the Trustees did not care whether it was in the best interests of the Association or not;
- (ii) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees; or
- (iii) any liability to pay a fine; and

Provided that any insurance in the case of (30)(b) shall not extend to any liability to make such a contribution where the basis of the liability is his or her knowledge prior to the insolvent liquidation of that Association (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Association would avoid going into insolvent liquidation.

- (31) to do all such legal things as shall further the objects or any of them.

- 5. (1) This Association is evangelical and interdenominational and the work of the Association shall be carried out in strict compliance with the Doctrinal Basis of the Association as follows:

- (a) We believe the Bible, the inspired Word of God, is completely trustworthy, speaking with supreme authority in all matters of belief and practice.
- (b) We believe in one God, who exists eternally in three persons, the Father, the Son, and the Holy Spirit.
- (c) We believe all people, being created in the image of God, have intrinsic value, but as a result of sin are alienated from God and each other, and therefore in need of reconciliation.
- (d) We believe that Jesus Christ, the Son of God, born of the virgin Mary, is fully God and fully human; He demonstrated God's love for sinners by suffering the penalty of death in their place, rose bodily from the dead and ascended to heaven where He intercedes for His people.
- (e) We believe all who repent and trust in Jesus Christ alone as Lord and Saviour are, by the grace of God, declared to be right with Him, receiving forgiveness and eternal life.
- (f) We believe the Lord Jesus Christ will return personally in glory, raise the dead, and judge the world.
- (g) We believe all people will rise from the dead, those who are in Christ to enjoy eternal life with God, and those who are lost to suffer eternal separation from Him.
- (h) We believe in the Holy Spirit who imparts new life to those who believe in Christ; through His indwelling presence and transforming power He gives assurance and equips believers for holy living and effective service.
- (i) We believe the Church is the body of Christ, the fellowship of all believers, and is commissioned to make disciples of all nations.

- (2) This Association and its members are supported primarily by gifts and trust God to supply their financial needs through various constituencies, both individual and corporate. These needs are laid before God in prayer and may also be presented to constituencies, to each in a way appropriate to its interest in the work, with sensitivity and propriety, in a spirit of dependence on God.
6. The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit, to the Voting Members of the Association, and no Trustee shall be appointed to any office of the Association paid by salaries or fees or receive any remuneration or other benefit in money or money's worth from the Association;

Provided that nothing herein shall prevent any payment in good faith by the Association:

- (1) of reasonable and proper remuneration to any Voting Member, officer or servant of the Association (other than a Trustee) for any services rendered to the Association;
- (2) of reasonable and proper interest on money lent by any member of the Association or Trustee;
- (3) of reasonable and proper rent for premises demised or let by any member of the Association or Trustee ;
- (4) of fees, remuneration or other benefit in money or money's worth to any Association of which a Trustee may also be a member holding not more than 1/100th part of the capital of that Association; and
- (5) to any Trustee of reasonable and proper out of pocket expenses; and
- (6) the proper professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Association to act in a professional capacity on its behalf; except that at no time shall a majority of the members of the Association or of the Trustees benefit under this provision and provided that any such member or Trustee shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion.
- (7) of any premium in respect of any indemnity insurance to cover the liability of the Trustees which, by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in

relation to the Association: provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Association or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees.

7. The liability of the Voting Members is limited.
8. Every Voting Member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he/she is a Voting Member or within one year after he/she ceases to be a Voting Member, for the payment of the debts and liabilities of the Association contracted before he/she ceased to be a Voting Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding £1.
9. If upon the winding up or dissolution of the Association 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 Voting Members of the Association but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Association 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 Association under or by virtue of Clause 5 hereof, such institution or institutions to be determined by Voting Members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.
10. Words and phrases used in this Memorandum have the same meanings as are ascribed to them in the Articles unless the context otherwise requires.

THE COMPANIES ACTS 1985 to 1989

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

ARTICLES OF ASSOCIATION

OF

WYCLIFFE UK LIMITED

(As amended by special resolution on 5 May 2006)

INTERPRETATION

1. In these Articles and the Memorandum of Association the following terms shall have the following meanings:-

<u>Term</u>	<u>Meaning</u>
1.1 "Act"	the Companies Act 1985 including any statutory modification or re-enactment for the time being in force
1.2 "Articles"	These Articles of Association of the Association
1.3 "Association"	Wycliffe UK Limited
1.4 "clear days"	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
1.5 "Doctrinal Basis"	the doctrinal basis given in clause 5 of the Memorandum
1.6 "electronic communications"	has the meaning ascribed to it in the Electronic Communications Act 2000
1.7 "electronic signature"	has the meaning ascribed to it in the Electronic Communications Act 2000

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- 1.8 "in writing" written, printed or transmitted writing including by electronic communication
- 1.9 "Memorandum" the Memorandum of Association of the Association
- 1.10 "Non-Voting Member" a person admitted in accordance with Article 10 as a non-voting member
- 1.11 "Office" the registered office of the Association
- 1.12 "Ordinary Resolution" a resolution passed by a majority of the Voting Members voting on the resolution as further defined in the Act.
- 1.13 "Special Resolution" a resolution passed by a three-fourths majority of the Voting Members voting on the resolution as further defined in the Act.
- 1.14 "poll" a vote conducted in accordance with Article 30 .
- 1.15 "Regulations" any regulations made in accordance with Article 73
- 1.16 "Retirement Age" 65 or statutory retirement age, whichever is the later
- 1.17 "Secretary" the Secretary of the Association or any other person appointed to perform the duties of the Secretary of the Association, including a joint, assistant or deputy Secretary.
- 1.18 "Trustee and Trustees" the director and directors as defined in the Act
- 1.19 "Voting Member" a member of the Company as defined in the Act, admitted in accordance with Article 4 as a Voting Member.
- 2. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Association.
- 3. Words importing the masculine gender only shall include the feminine gender.

MEMBERSHIP

Voting Members

4. The subscribers to the Memorandum, the Trustees and such other persons as are admitted to Voting Membership by the Trustees in accordance with the Articles shall be Voting Members of the Association.
5. Every person who wishes to become a Voting Member shall affirm their agreement to the Doctrinal Basis and re-affirm at such intervals as the Trustees shall require.
6. The Association may from time to time prescribe criteria for Voting Membership in Regulations.
7. The Trustees may in their absolute discretion decline to accept any person as a Voting Member and need not give reasons for so doing.
8. Voting Membership shall not be transferable.
9. A Voting Member shall cease to be a Voting Member:-
 - 9.1 on the expiry of at least seven clear days' notice given by him or her to the Association of his or her intention to withdraw;
 - 9.2 if he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally ; or
 - 9.3 if, at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed resolving that the Voting Member be expelled. Such a resolution shall not be passed unless the Voting Member has been given at least fourteen clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees; or
 - 9.4 on failing to re-affirm his agreement with the Doctrinal Basis; or
 - 9.5 on death.

Non-Voting Members

10. The Trustees may establish such classes of Non-Voting Members with such description and with such rights as they think fit and may admit and remove Non-Voting Members in accordance with any Regulations provided that no such Non-Voting Members shall be members of the

Association for the purposes of the Act and shall not be entitled to vote on any matter and shall not be entitled to hold any office in the Association.

11. Each Non-Voting Member shall affirm or re-affirm his agreement with the Doctrinal Basis upon becoming Non-Voting Members and at such intervals as the Trustees shall require.

GENERAL MEETINGS

Annual General Meeting

12. The Association shall hold an annual general meeting once in each calendar year. Not more than 15 months shall pass between the date of one annual general meeting and the next and it shall be held at such time and place as the Trustees shall think suitable.

Other General Meetings

13. The Trustees may call an extraordinary general meeting at any time. The Trustees shall call an extraordinary general meeting on receiving a requisition to that effect, signed by at least 10% of the Voting Members having the right to attend and vote at general meetings. In default, the requisitionists may call an extraordinary general meeting in accordance with the Act.

Length of Notice

14. An annual general meeting and an extraordinary general meeting called to pass a special resolution or a resolution appointing a person as a Trustee shall be called by at least 21 clear days' written notice and any other extraordinary general meeting shall be called by at least 14 clear days' written notice.

Contents of Notice

15. Every notice calling a general meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted. In the case of an annual general meeting, the notice shall in addition specify the meeting as such. If a special resolution is to be proposed, the notice shall include the proposed resolution and specify that it is proposed as a special resolution.

Service of Notice

16. Notice of general meetings shall be given to every Voting Member and to the Trustees and to the auditors of the Association.

Quorum

17. No business shall be transacted at any general meeting unless a quorum is present. Twenty Voting Members shall be a quorum.
18. If such a quorum is not present within half an hour from the time appointed for the general meeting, the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine and if, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed for the general meeting the Voting Members present shall be a quorum.

Chair

19. The chair, if any, of the Trustees or in his or her absence some other Trustee nominated by the Trustees shall preside as chair of the meeting.
20. If no Trustee is willing to act as chair, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Voting Members present and entitled to vote shall choose one of their number to be chair.

Adjournment

21. The chair may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

Voting

22. On a show of hands every Voting Member present in person or voting in writing in accordance with Article 24 shall have one vote. On a poll every Voting Member present in person or voting by proxy shall have one vote.
23. In respect of ordinary resolutions, Voting Members may vote in person or by notice in writing provided that such votes by notice in writing comply with any Regulations.

24. In respect of special resolutions Voting Members may vote in person or, if a poll is demanded, by proxy.
25. An ordinary resolution put to the vote of a general meeting shall be decided on a show of hands (which shall include all votes made by notice in writing in accordance with Article 23).
26. A special resolution put to the vote of a general meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded.
27. Subject to the provisions of the Act, a poll may be demanded:
 - 27.1 by the chair; or
 - 27.2 by at least three Voting Members having the right to vote at the meeting.
28. Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. If a poll is demanded and executed the number of votes cast for and against the resolution shall be recorded.
29. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
30. A poll shall be taken as the chair directs and he or she may appoint scrutineers (who need not be Voting Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
31. In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.
32. A poll may not be demanded on the election of the chair or on a question of adjournment. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the

result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

33. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

Proxy Voting

34. A proxy shall be in writing, executed by the appointing Voting Member and shall be in the following form (or in form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):

"Wycliffe UK Limited,

I/[]

of []

being a Voting Member of the above named Association, hereby

appoint [], of [

], or failing him/her, [], of [

], as my proxy to vote in my

name and on my behalf at the annual/extraordinary general meeting of

the Association to be held on [], and at any

adjournment thereof.

Signed on []"

35. Where it is desired to afford Voting Members an opportunity of instructing the proxy how he or she shall act a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve)-

"Wycliffe UK Limited

I [],

being a Voting Member of the above named Association, hereby

appoint [] of [

], or failing him/her, [] of

[], as my proxy to vote in my name

and on my behalf at the annual/extraordinary general meeting of the

Association to be held on [], 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 or she thinks fit or abstain from voting.

Signed on []"

36. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees may:-

36.1 be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Association in relation to the meeting at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

36.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and at least 24 hours before the time appointed for the taking of the poll; or

36.3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary or to any Trustee;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

37. A vote given or poll demanded by proxy 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 Association at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

Irregularities

38. The proceedings at any meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of a notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not

specified in the notice unless such specification is a requirement of the Act.

39. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and binding.

Conflicts of Interest

40. Whenever a Voting Member has a personal interest in a matter to be discussed at a general meeting and whenever a Voting Member has interest in another organisation whose interests are reasonably likely to conflict with those of the Association in relation to a matter to be discussed at a general meeting he must:
- 40.1 declare an interest before the discussion begins on the matter;
 - 40.2 withdraw from that part of the general meeting unless expressly invited to remain by the chairman ;
 - 40.3 in the case of personal interest not be counted in the quorum for that part of the general meeting;
 - 40.4 in the case of personal interest withdraw during the vote and have no vote on the matter.

Trustees

Number of Trustees

41. Unless otherwise decided by ordinary resolution the minimum number of Trustees shall be five.

Appointment and retirement of Trustees

42. Subject to these Articles, the Association may by ordinary resolution appoint or re-appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee.
43. At least seven but not more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is proposed for appointment or re-appointment as a Trustee. The notice shall give the particulars of that person which would, if he or she were so appointed or reappointed, be required to be included in the Association's register of Trustees.

- 44. At each alternate annual general meeting half of the Trustees who have not attained the Retirement Age or, (if their number is not even, one less than half) and all Trustees who have attained the Retirement Age shall retire from office. If there is only one Trustee who is subject to retirement under this Article, he or she shall retire.
- 45. Subject to the provisions of the Act, the Trustees who have not attained the Retirement Age to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed Trustee on the same day those to retire shall (unless they otherwise agree among themselves) be decided by lot.
- 46. If the Association at the meeting at which a Trustee retires by rotation does not fill the vacancy, the retiring Trustee shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Trustee is put to the meeting and lost.
- 47. No person may be appointed as a Trustee:
 - 47.1 if he or she is under the age of 18 years; or
 - 47.2 if he or she has not affirmed his agreement with the Doctrinal Basis; or
 - 47.3 if he or she is serving as the executive director or other member of staff of the Association; or
 - 47.4 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of Article 49.
- 48. The Trustees may appoint a person who is willing to act to be a Trustee, either to fill a vacancy or as an additional Trustee. A Trustee so appointed shall hold office only until the next annual general meeting at which Trustees are appointed. If not appointed at such annual general meeting, he or she shall vacate office at the end of the meeting.

Disqualification and removal of Trustees

- 49. The office of a Trustee shall be vacated if:-
 - 49.1 he or she ceases to be a Trustee by virtue of any provision of the Act or he or she becomes prohibited by law from being a Trustee; or
 - 49.2 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or

- 49.3 the Trustees reasonably believe he or she is, or may be, suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office; or
- 49.4 he or she resigns his or her office by notice to the Association (but only if at least five Trustees will remain in office when the notice of resignation is to take effect); or
- 49.5 the Voting Members decide by ordinary resolution that he or she be removed from office;
- 49.6 he or she fails to re-affirm his or her agreement with the Doctrinal Basis on request of the other Trustees.

Powers of Trustees

- 50. Subject to the provisions of the Act, the Memorandum, the Articles and any Regulations the business of the Association shall be managed by the Trustees who may exercise all the powers of the Association. No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.
- 51. The continuing Trustees or a sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees.
- 52. The Trustees may appoint one of their number to be the chair of the Trustees and may at any time remove him or her from that office.
- 53. All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

Delegation of Trustees' powers

- 54. The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Association for such purposes and on such conditions as they determine.
- 55. The Trustees may delegate any of their powers to any committee or the implementation of any of their resolutions and day to day management of the affairs of the Association to any person or committee in accordance with the conditions set out in these Articles.

Delegations to committees

- 56. In the case of delegation of powers to committees:
 - 56.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 56.2 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
 - 56.3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported forthwith to the Trustees and for that purpose every committee shall appoint a secretary;
 - 56.4 all delegations under this Article shall be revocable at any time;
 - 56.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit; and
 - 56.6 no committee shall incur expenditure on behalf of the Association except in accordance with a budget which has been approved by the Trustees.
- 57. For the avoidance of doubt, the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee.
- 58. The meetings and proceedings of any committee shall be governed by the provisions of the Articles regulating the meetings and proceedings of the Trustees so far as the same are applicable and are not superseded by any regulations made by the Trustees.

Delegations of day to day management powers

- 59. In the case of delegation of the day to day management of the Association to an executive director or other manager or managers:
 - 59.1 the appointment and conditions of services of such manager shall be in accordance with any Regulations;
 - 59.2 the delegated power shall be to manage the Association by implementing the policy and strategy adopted and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;

- 59.3 the Trustees shall provide such manager with a description of his or her role and the extent of his or her authority; and
- 59.4 such manager shall report regularly to the Trustees on the activities undertaken in managing the Association and provide them regularly with management accounts sufficient to explain the financial position of the Association.

Expenses of Trustees

- 60. The Trustees may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or otherwise in connection with the discharge of their duties.

Proceedings of Trustees

- 61. Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.
- 62. One Trustee may, (and the Secretary at the request of two Trustees shall) call a meeting of the Trustees.
- 63. Notice of every meeting of the Trustees stating the place, day and time of the meeting general particulars of all business to be considered at such meeting shall be sent to each Trustee at least seven clear days before such meeting unless urgent circumstances require shorter notice.
- 64. The quorum for the transaction of the business of the Trustees may be fixed by the Trustees; and, unless so fixed at any other number, shall be four.
- 65. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall have a second or casting vote.
- 66. Whenever a Trustee has a personal interest in a matter to be discussed at a Trustees' meeting and whenever a Trustee has interest in another organisation whose interests are reasonably likely to conflict with those of the Association in relation to a matter to be discussed at a Trustees' meeting he or she must:
 - 66.1 declare an interest before the discussion begins on the matter;
 - 66.2 withdraw from that part of the Trustees' meeting unless expressly invited to remain;
 - 66.3 in the case of personal interest not be counted in the quorum for that

part of the Trustees' meeting;

- 66.4 in the case of personal interest withdraw during the vote and have no vote on the matter.
67. The Trustees shall from time to time elect a chair who shall hold office for two years and he or she shall be entitled to preside at all meetings of the Trustees at which he or she shall be present but if no such chair be elected or at any meeting the chair not be willing or not be present within 15 minutes after the time appointed for holding the meeting the Trustees present shall choose one of their number to be chair.
68. The proceedings at any meeting of the Trustees shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification of any of the Trustees present or voting or by reason of any business being considered which is not specified in the notice, unless such specification is a requirement of the Act.
69. No objection shall be raised to the qualification of any Trustee except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the Trustees' meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and binding.
70. A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees shall be as valid and effectual as if it had been passed at a meeting of Trustees or (as the case may be) a committee of Trustees duly convened and held and may consist of several documents in the like form each signed by one or more Trustees. The date of a written resolution of the Trustees shall be the date on which the last Trustee signs.
71. A meeting of the Trustees may be held either in person or by suitable electronic means agreed between the Trustees in which all participants may communicate simultaneously with all other participants.
72. A meeting of the Trustees must be held in open session unless the Trustees otherwise resolve.

GENERAL

Regulations

73. The Association may from time to time make regulations or amend the same for the operation, management and administration of the Association.

Secretary

74. Subject to the provisions of the Act, the Secretary shall be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit and may be removed by them. The Secretary shall not be a Trustee.

Minutes

75. The Trustees shall cause minutes to be made in books kept for the purpose:-

75.1 of all appointments of officers made by the Trustees; and

75.2 of all proceedings at meetings of the Association and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, if challenged by any Voting Member or Trustee of the Association, be sufficient evidence of the proceedings, and shall be made available to Voting and Non-Voting members on request unless the Trustees otherwise resolve.

Accounts and Reports

76. The Association may in general meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the Association may be inspected by the Voting Members but subject thereto the statutory books and accounting records shall be open to inspection by the Voting Members during usual business hours.

77. The Trustees shall comply with the requirements of the Act and of the Charities Act 1993 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit or examinations of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of:

77.1 annual reports;

77.2 annual returns;

77.3 annual statements of account.

Notices

78. Any notice to be given to or by any person pursuant to the Articles shall be in writing to an address for the time being notified for that purpose to the person giving the notice. A notice calling a meeting of the Trustees need not be in writing.
79. The Association may give any notice to a Voting Member or Non-Voting Member either personally or by sending it by post in a prepaid envelope addressed to the Voting Member or Non-Voting Member at his or her registered address or by leaving it at that address or by electronic communication to an address provided for that purpose or posted on a website where the recipient has been notified of such posting in a manner agreed by him or her.
80. A Voting Member or a Non-Voting Member present at any meeting of the Association shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
81. Proof that an envelope containing a notice was properly addressed, prepaid and posted or proof that an electronic communication has been transmitted to the proper address shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or in the case of a notice contained in an electronic communication at the expiration of 48 hours after the time it was transmitted.

Indemnity

82. Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer or auditor of the Association shall be indemnified out of the assets of the Association against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Association, and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

Trustees' Indemnity Insurance

83. The Trustees shall have power to resolve pursuant to clause 4(30) of the Memorandum to effect trustees' indemnity insurance, despite their interest in such policy.

Winding-up

84. The provisions of clauses 8 and 9 of the Memorandum of Association relating to the winding-up or dissolution of the Association shall have effect and be observed as if the same were repeated in the Articles.