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Company No: 2226352

Charity No: 298830

THE COMPANIES ACTS 1985-2006

COMPANY LIMITED BY GUARANTEE

**WRITTEN RESOLUTION**

of

**HARVEST HELP**

(the 'Charity')

(Passed on 26 June 2008)

SATURDAY



The following written resolutions of the Charity were passed as special resolutions

**SPECIAL RESOLUTIONS**

- 1 'That the Charity's name be changed to Self Help Africa (UK)'
- 2 'That the Charity's present Memorandum of Association as amended in the form of the document attached to this resolution be approved and adopted and the Charity's Memorandum of Association be altered accordingly '
- 3 'That the Articles of Association in the form of the document attached to this resolution be approved and adopted as the Articles of Association of the Charity in substitution for and to the exclusion of the existing Articles of Association of the Charity '

Lesley J. D  
TRUSTEE

Company No. 2226352

Charity No. 298830

**THE COMPANIES ACTS 1985 - 2006**

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

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**MEMORANDUM AND ARTICLES OF ASSOCIATION**

**OF**

**SELF HELP AFRICA (UK)**

**(as amended by Special Resolution dated 26 June 2008)**

**SATURDAY**



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COMPANIES HOUSE

**withers** <sup>LLP</sup>

**16 Old Bailey**

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**Fax: +44 (0)20 7597 6543**

**Ref: CSP**

**Company No: 2226352**

**Charity No: 298830**

**THE COMPANIES ACTS 1985 - 2006**

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

**MEMORANDUM OF ASSOCIATION**

**OF**

**SELF HELP AFRICA (UK)**

**(as amended by Special Resolution dated 26 June 2008)**

**1 Name**

The name of the company is Self Help Africa (UK) (the "Company")

**2 Registered office**

The registered office of the Company will be situated in England

**3 Objects**

The objects for which the Company is established (the "Objects") are the prevention or relief of poverty, suffering and distress in any manner which now or hereafter may be deemed to be charitable by law in any part of the world (including but not limited to the promotion of sustainable development) and such other exclusively charitable purposes as the Trustees may in their absolute discretion determine

**4 Powers**

The Company has following powers which may be exercised only in promoting the Objects

- 4 1 to write, print, publish, issue and circulate gratuitously or otherwise any reports, periodicals, books, newspapers, broadcasts, films, pamphlets, leaflets, and other materials in any medium,
- 4 2 to promote, commission or carry out the collection, analysis or publication of information of all types and in all forms, on such terms as might be thought fit,

- 4 3 to provide goods, services or other assistance or support by way of grant, donation, loan or otherwise (whether or not for valuable consideration),
- 4 4 to incorporate, establish and promote subsidiary companies (whether or not wholly owned by the Company) to assist or act as agents for the Company or otherwise where the incorporation, establishment and promotion of such companies is expedient or generally beneficial and largely in the interests of the Company,
- 4 5 to acquire and take over to such an extent as may be thought fit (and permitted by law) the assets, liabilities and undertakings of any person or body whatsoever,
- 4 6 to undertake and execute any charitable trusts which may be lawfully undertaken by the Company and to act as a trustee of charitable trusts jointly with one or more trustees or, where it may legally do so, act as the sole trustee,
- 4 7 to raise funds and receive contributions from an person or persons whatsoever by way of subscriptions, donations and otherwise (but not by means of carrying on a trade or business on a continuing basis which is for the principal purpose of raising funds rather than for the purpose of actually carrying out the Objects, unless the income of the Company from that trade or business is exempt from tax by reason of any legislation or concession from time to time in force),
- 4 8 to establish and support or aid in the establishment and support of any charitable association or institution, trust or fund,
- 4 9 to enter into any funding or other arrangement with any government or any other authority and to obtain from such government or authority any rights, concessions, privileges, licences and / or permits,
- 4 10 to guarantee the performance of the contracts or obligations of any person or organisation and to give any warranties, indemnities, guarantees or undertakings on account of any covenants, promises, pledges, assurances or trusts that might be undertaken by the Company or in connection with any agreement or arrangement whatsoever, whether or not the Company is a party to the same,
- 4 11 to arrange, hold and provide for, or join in arranging, holding and providing for lectures, exhibitions, meetings, classes, conferences and other events,
- 4 12 to purchase, take on lease or in exchange, hire or otherwise acquire or charge any real or personal property or any estate or interest whatsoever and rights privileges and easements over or in respect of any property and to appoint such advisers, surveyors, managers and builders and other advisers and contractors on such terms as the Trustees shall determine,
- 4 13 subject to such consents as may from time to time be required by law, 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,
- 4 14 to borrow and raise money in such manner as may be considered necessary 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 subject nevertheless to such consents (if any) as may from time to time be imposed or required by law,

- 4 15 to set aside funds for special purposes or as reserves against future expenditure,
- 4 16 to invest and deposit any moneys of the Company in any manner as may be thought fit (including but not limited to the establishment of trading or other subsidiaries of any kind), subject to such conditions (if any) and such consents or procedures (if any) as may from time to time be required by law,
- 4 17 to delegate the management of investments to a Financial Expert on such terms as the Trustees of the Company may from time to time determine,
- 4 18 to arrange for investments or other property of the Company to be held in the name of a nominee under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required,
- 4 19 to employ or otherwise contract for the services of agents, staff or advisers (upon such terms and conditions as may be thought fit) and, subject to clause 5, to remunerate any person, firm or company rendering services to the Company and provide and contribute to pension and other death-in-service or other benefits for employees and former employees of the Company and their widows, widowers, civil partners, children or other dependants,
- 4 20 to delegate functions to committees, officers and/or employees or other staff of the Company,
- 4 21 to insure the property of the Company (including, for the avoidance of doubt any property not owned by the Company but under its control) against any foreseeable risk and to take out other insurance policies to protect the Company when required,
- 4 22 subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled to indemnify every Trustee or other officer of the Company (other than any person engaged by the Company as auditor) to the extent permitted by the Act,
- 4 23 to amalgamate with any other bodies that are charitable and have objects similar to the Objects and that restrict the payment of any dividend or profit to, and the distribution of assets amongst, their members at least to the same extent as such payments are restricted under this Memorandum,
- 4 24 to procure the registration or incorporation of the Company in or under 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 provided that none of the actions referred to in this paragraph shall have as its effect that control of the Company shall pass outside the United Kingdom,
- 4 25 to do all such other lawful things as are necessary for or are incidental or conducive to the furtherance of the Objects, and
- 4 26 to do all or any of the above things in any part of the world as principal, agent, contractor, trustee or otherwise, either alone or in conjunction with others

## **5 Application of income and property**

- 5 1 The funds and property of the Company shall be applied solely towards the promotion of its 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 any Member provided that nothing in this Memorandum shall prevent the payment of
  - 5 1 1 reasonable and proper remuneration to any employee of the Company for any goods or services rendered to the Company and of reasonable and proper provision for payment of pensions and superannuation to or on behalf of such employees and their widows and / or other dependents and of benefits on the death of such employees,
  - 5 1 2 a reasonable rate of interest on money lent to the Company,
  - 5 1 3 reasonable and proper rent for premises demised or let to the Company,
  - 5 1 4 sums to any company of which a Member or Trustee may be a member holding beneficially not more than one per cent of the capital of such company,
  - 5 1 5 premiums on the indemnity insurance referred to in sub-clause 4 22,
  - 5 1 6 charitable grants or other assistance to a Member where it is to be applied for charitable purposes, or
  - 5 1 7 any sum (or the transfer of any asset) to a Member where it is to be applied for charitable purposes in accordance with clause 7
- 5 2 A Trustee must not receive (whether directly or indirectly) any payment of money or other Material Benefit from the Company except
  - 5 2 2 as permitted by law,
  - 5 2 3 as mentioned in clauses 5 1 and 5 3,
  - 5 2 4 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in carrying out the Company's business, and
  - 5 2 5 in exceptional cases, other payments or benefits (but only with the prior written approval of the Charity Commission)
- 5 3 Any Trustee (or any firm or company of which a Trustee is a partner, director, member or employee) may enter into a contract with the Company to supply goods or services in return for a payment or other Material Benefit but only if
  - 5 3 1 the goods or services are actually required by the Company,
  - 5 3 2 the nature and level of remuneration is no more than is reasonable in relation to the value of the goods or services,
  - 5 3 3 no more than one half of the Trustees are subject to such a contract in any financial year, and
  - 5 3 4 the Trustees comply with the procedures set out in clause 5 4 and any such additional procedures as are required by law

5 4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must

5 4 1 declare an interest before the meeting or before discussion begins on the matter,

5 4 2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information,

5 4 3 not be counted in the quorum for that part of the meeting,

5 4 4 withdraw during any vote and have no vote on the matter, and

5 4 5 comply with any additional procedures such as are required by law

5 5 This clause may not be amended without the prior written consent of the Charity Commission

## 6 Limited liability

The liability of the Members is limited

## 7 Guarantee

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 ceases to be a Member for 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 contributors among themselves, such amount as may be required not exceeding £1

## 8 Dissolution

8 1 If the Company is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways

8 1 1 by transfer to one or more other organisations established for exclusively charitable purposes within, the same as, or similar to, the Objects,

8 1 2 directly for the Objects or any charitable purposes within, the same as or similar to the Objects,

8 1 3 by transfer to a Member, where the assets are to be applied for charitable purposes within, the same as or similar to the Objects, or

8 1 4 in such a manner as the Charity Commission shall approve in writing in advance

## 9 Interpretation

Words and expressions defined in the Articles of the Company have the same meaning in this Memorandum

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum

NAME AND ADDRESSES OF SUBSCRIBERS			GUARANTEE
1	Signature	<i>Roger Lees</i>	£1
	Name	Roger Frederick Lees	
	Address	Boundary House Common Road Stock, Essex CM4 9LY	
2	Signature	<i>Patricia Napier</i>	£1
	Name	Patricia Gray Napier	
	Address	Baynards Manor Rudgwick West Sussex RH12 3AD	

Dated the first day of February 1988

Witness to the above signatures -

Signature *Philip Jackson*

Name Philip Robert Lyth Jackson  
365 Woodstock Road  
Oxford OX2 8AA



Company No: 2226352

Charity No: 298830

**THE COMPANIES ACTS 1985 - 2006**

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

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**ARTICLES OF ASSOCIATION**

**OF**

**SELF HELP AFRICA (UK)**

**(as amended by Special Resolution dated 26 June 2008)**

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**PRELIMINARY**

**1 Table C**

The Regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) shall not apply to the Company

**2 Interpretation**

2 1 In these Memorandum and Articles, the following words shall have the meaning set out

**WORDS**

**MEANINGS**

"the Act"

The Companies Act 1985 including any statutory modification or re-enactment of it from time to time and any provisions of the Companies Act 2006 from time to time in force

"Articles"

These articles of association

"the Board"

The Board of Trustees of the Company or the Trustees present at a duly convened meeting of the Board of Trustees at which a quorum is present

"Chairman"

The Chairman for the time being of the Board of Trustees who is himself a Trustee

"charitable purpose"	A charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the applications of the Tax Acts
"the Company"	The company governed by these Articles
"electronic communication"	Electronic communication as defined in the Electronic Communications Act 2000
"the Ex-Officio Trustee"	The chairman for the for the time being of Self Help Africa
"Financial Expert"	An individual, company or firm who is an authorised or exempt person within the meaning of the Financial Services and Markets Act 2000
"Material Benefit"	A benefit (whether direct or indirect) which may or may not be financial but has a monetary value
"Member" and "membership"	Membership of the Company
"Memorandum"	The Company's memorandum of association
"Month "	Calendar month
"Objects"	The objects of the Company as set out in clause 3 of the Memorandum
"the Office"	The registered office of the Company
"the Seal"	The Common Seal of the Company
"the Secretary"	The secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary
"Self Help Africa"	Self Help Africa, an Irish-registered company limited by guarantee with Irish company number 105601 and Irish charity number 6663
"Tax Acts"	The Tax Acts as defined by s831(2) Income and Corporation Taxes Act 1988
"Trustee"	A trustee of the company and "Trustees" means all of the Trustees or a duly convened meeting of the Trustees For the avoidance of doubt, the Trustees are the directors (for the purposes of the Act) and the charity trustees of the Company
"Written" or "in writing"	Refers (to the extent permissible by law) to a legible document on paper including a fax message and electronic mail (which is capable of being reproduced in paper form)

"Year"

Year from 1st January to 31st December inclusive

- 2 2 Words importing the singular number only shall include the plural number and vice versa
- 2 3 Words importing the masculine gender shall include the feminine gender
- 2 4 Any reference to "person" or "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organizations, charities and trusts (in each case whether or not having separate legal personality)
- 2 5 Subject to this article 2, any words or expressions defined in the Act, if not inconsistent with the subject or context, shall bear the same meanings in these Articles
- 2 6 References to acts of Parliament are to such acts as amended or re-enacted from time to time and to any subordinate legislation made under them or any one of them

## **MEMBERSHIP**

- 3 The Company shall keep a register of members as required by the Act
- 4 No person shall be admitted as a member of the Company without being approved by the Board and the Board shall have full discretion as to the admission of any person to membership
- 5 Where any person desires to be admitted to membership of the Company, he/she shall sign and deliver to the Office an application for admission in such form as the Board shall require

## **GENERAL MEETINGS**

- 6 The Trustees may call a general meeting at any time and must call a general meeting if they receive a requisition by the Members in accordance with the Act
- 7 A general meeting must be called by at least 14 clear days' notice
- 8 Subject to the provisions of these Articles and the Act, a meeting of the Company may be called by shorter notice, if so agreed by all the Members entitled to attend and vote at that meeting
- 9 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted The text of all special resolutions to be proposed at the meeting must be set out in the notice
- 10 Subject to the provisions of these Articles and to any restrictions imposed on voting, the notice shall be given to the Members and to the auditors of the Company
- 11 The accidental omission to give notice of a general meeting to or the non-receipt of such notice by, any person entitled to receive notice of it shall not invalidate any resolution passed at or any proceeding of a general meeting

## PROCEEDING AT GENERAL MEETINGS

- 12 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business One Member shall form a quorum
- 13 If within half an hour from the time appointed for holding any general meeting a quorum is not present at the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place
- 14 The Members shall from within their number elect a chairman to chair the meeting
- 15 The chairman of the meeting may, with the consent of any general 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 an 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 Save as aforesaid, it shall not be necessary to give any notice of any adjournment or of the business to be transacted at any adjourned meeting
- 16 At any general meeting a resolution put to the vote of the 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 demanded (subject to the provisions of the Act) Unless a poll is demanded a declaration by the chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book of the Company, if purporting to be signed by such chairman or by the chairman of the next succeeding meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution
- 17 A resolution shall be duly passed if a simple majority, or such other higher percentage as may be required by the Act, or the Members present and entitled to vote votes in its favour
- 18 If a poll be duly demanded it shall be taken in such manner as the chairman, acting reasonably, shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded The declaration by the chairman of the results of the poll shall be conclusive
- 19 In 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
- 20 A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately A poll demanded on any other question shall be taken at such time and place as the chairman shall direct
- 21 A 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 has been demanded
- 22 An instrument appointing a proxy shall be in such form and be deposited in such manner as the Board may determine from time to time
- 23 A written resolution agreed by such proportion of those entitled to attend and vote at a general meeting at the date of circulation of the resolution as may be required by the Act, is

as valid as a resolution actually passed at a general meeting. A written resolution will lapse if it is not passed within 28 days of the date on which it is circulated.

- 24 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final.

## **THE BOARD**

- 25 Subject to Articles 26 and 27 the Board shall comprise of at least seven and no more than twelve Trustees (unless and until otherwise determined by the Company in general meeting).
- 26 The Board shall comprise the Ex-Officio Trustee and up to eleven other Trustees appointed in accordance with article 27.
- 27 Subject to Articles 25 and 26, the power to appoint and remove Trustees (apart from the Ex-Officio Trustee) shall be vested in the Trustees.
- 28 The Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee for such term as they shall determine.
- 29 Trustees (apart from the Ex-Officio Trustee) shall be appointed for a term not exceeding three years (unless their period of office is terminated under article 27 or article 30) either to fill a vacancy or as an additional trustee. Trustees may be re-appointed subject to a maximum total term of nine years. For the purposes of this article 29, all Trustees in office at the date of adoption of this article 29 shall be deemed to have begun their first year of their term as a Trustee of the Company from that date, irrespective of the number of terms they may have already served.

## **DISQUALIFICATION OF TRUSTEES**

- 30 A Trustee's term of office automatically terminates if he
- 30 1 resigns by written notice to the Trustees,
- 30 2 becomes incapable by reason of mental disorder within the meaning of the Mental Health Act 1983 of exercising his functions as a Trustee,
- 30 3 becomes bankrupt or makes any arrangement or composition with his creditors generally,
- 30 4 is removed from office by the Members pursuant to the Act,
- 30 5 is absent without permission from more than three consecutive meetings of the Trustees,
- 30 6 becomes prohibited by law from being a charity trustee or a company director, or
- 30 7 has, at any time, been convicted of any criminal offence, excluding any offence for which the maximum sentence is a fine or a lesser sentence and any offence that has been spent under the Rehabilitation of Offenders Act 1974.

## PROCEEDINGS OF THE BOARD

- 31 The Trustees shall have the control of the Company and its property and funds
- 32 Subject to the provisions of these Articles and the Act, the Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it shall think fit. Unless and until otherwise determined by the Board, questions arising at any meeting shall be determined by a simple majority and in the case of an equality of votes, the chairman of the meeting shall have a second or casting vote. The Chairman of the Board may and the Secretary on the requisition one third of the members of the Board, or five Trustees (whichever is lower), shall convene a meeting of the Board
- 33 There shall be at least two Board meetings each year (unless otherwise determined by the Board)
- 34 Seven days' notice (or less with the agreement of at least three Trustees) 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 the meeting enclosing the agenda of the business to be discussed at the meeting shall be given of every meeting of the Board
- 35 However if in the opinion of the Chairman (or failing him any vice chairman) it shall be expedient to call a meeting on short notice for the discussion of urgent business, the meeting may be called on shorter notice if the notice is given by telephone or e-mail. It shall not be necessary to give notice of a meeting of the Board to any Trustee for the time being absent from the United Kingdom
- 36 The Board shall (and in the case of the vice chairman, may) appoint from among its members a Chairman and a vice chairman for a term not exceeding one year and a retiring Chairman or vice chairman may be re-elected by the Trustees for a further term of office, and in the event of any vacancy in either of those offices the Board shall (or may) so soon as practicable fill the vacancy. There shall be no limit to the number of times a Chairman or vice chairman may be re-elected, subject to any restriction on his or her term of office as a Trustee
- 37 The quorum necessary for the transaction of the business of the Board may be fixed by the Board at any number not less than three and unless and until so fixed shall be five
- 38 All acts done by a meeting of the Trustees or of a committee appointed under these Articles, or by a person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote
- 39 No business not mentioned in the agenda mentioned in Article 46 shall be transacted at any meeting of the Board 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
- 40 If at any meeting of the Board the Chairman (nor (if applicable) the vice chairman) is (are) not 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

- 41 A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of the Trustees and to vote on the issue in question is as valid as a resolution actually passed at a meeting of the Trustees duly convened and held
- 42 Any Trustee may participate in a meeting of the Trustees by means of telephone, or some other oral form of communication, whereby all persons participating in the meeting can hear each other and speak to each other and participation in a meeting in this manner shall constitute presence in person at such meeting

## **COMMITTEES**

- 43 The Board may establish a committee or committees comprising such persons as they shall think fit (to include at least one Trustee on each committee)
- 44 The proceedings and powers of committees established by the Trustees shall be governed by such rules as the Trustees may from time to time prescribe
- 45 No meeting of any committee shall be quorate unless at least one Trustee is present and no resolution of any committee shall be passed unless the Trustee present or, if more than one are present, the majority of the Trustees present and the majority of the remainder of the committee present vote in favour of the resolution
- 46 All proceedings of committees must be reported promptly to the Trustees

## **APPOINTMENT OF DIRECTOR AND OTHER EXECUTIVE OFFICERS**

- 47 The Board may from time to time appoint a director and any persons to hold such other executive office in relation to the management of the affairs of the Company as they may decide either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office, and may, from time to time (subject to the provisions of any service contract between him or them and the Company and without prejudice to any claim for damages he or they may have for breach of any service contract), remove or dismiss him or them from such office and appoint another or others in his or their place or places

## **SECRETARY**

- 48 The Company may have a Secretary who will be appointed by the Trustees for such term, at such remuneration and upon such conditions as the Trustees may think fit and any Secretary so appointed may be removed by the Trustees. The Secretary may be, but does not have to be, a Trustee

## **MINUTES**

- 49 The Board shall cause minutes to be made in books provided for the purpose -
- 49 1 of all appointments of officers made by the Board,
- 49 2 of the names of the Trustees present at every meeting of the Board and of any Committee of the Board, and
- 49 3 of all resolutions and proceedings at all meetings of the Company of the Board and of all Committees of the Board (if any)

- 50 Any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting shall be sufficient evidence without any further proof of the facts stated in them

## **THE SEAL**

- 51 The Seal (if any) shall not be affixed to any instrument except by the authority of a resolution of the Board or a Committee of the Board established for the purpose and shall be so affixed in the presence of at least one Trustee and of the Secretary or another Trustee or such other person as the Board may from time to time appoint for the purpose, and such Trustee and Secretary or other Trustee or other person aforesaid shall sign every instrument to which the Seal is so affixed in their presence and in favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed

## **RULES**

- 52 The Board may from time to time make, vary and repeal rules and regulations relating to the affairs of the company its officers and servants which can conveniently be dealt with in such manner and the Board shall conduct the activities of the Company in accordance with such rules and regulations provided that no rule or regulation shall be made that is inconsistent with these Articles

## **NOTICES**

- 53 Any notice to be sent to or by any person pursuant to these Articles shall be in writing and may be delivered or sent by post or using electronic communications to an address for the time being notified for that purpose to the person giving the notice In this Article 'address' in relation to electronic communications includes any number or address used for the purpose of such communications
- 54 The Company may give any notice to Members either personally, by electronic communication or by sending it by post in a prepaid envelope addressed to a Member at his address or by leaving it at that address
- 55 Any notice, if served by post, shall be deemed to have been served on the second day following that on which the envelope containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed, prepaid and posted A notice or other document contained in an electronic communication shall be deemed sent on the day following that on which the electronic communication was sent and electronic confirmation of receipt shall be conclusive evidence that a notice was sent to an email address
- 56 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting
- 57 If a member is present at any meeting of the Members or a Trustee is present at a meeting of the Board he shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called



## WINDING UP

- 58 If the Company shall be wound up or dissolved the provisions contained in Clause 7 of the Memorandum shall be performed and have effect in all respects as if the same were repeated in these Articles

## INDEMNITY

- 59 The Company may indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by the Act

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### NAME AND ADDRESSES OF SUBSCRIBERS

### GUARANTEE

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1      Signature      *Roger Lees*      £1

Name      Roger Frederick Lees  
Address      Boundary House  
Common Road  
Stock, Essex CM4 9LY

2      Signature      *Patricia Napier*      £1

Name      Patricia Gray Napier  
Address      Baynards Manor  
Rudgwick  
West Sussex RH12 3AD

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Dated the first day of February 1988

Witness to the above signatures -

Signature      *Philip Jackson*

Name      Philip Robert Lyth Jackson  
365 Woodstock Road  
Oxford OX2 8AA