

The Companies Act 1985 & 2006  
COMPANY LIMITED BY GUARANTEE

RESOLUTION OF  
Ackroyd Children and Families  
Company no. 2413225

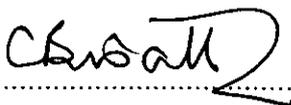
We, the undersigned, declare that the following is a true copy of a Special Resolution of the above company duly passed by the requisite majority at a General Meeting held on April 21st 2009

IT IS RESOLVED THAT:

- 1) The Memorandum of Association of the company be amended by deleting in its entirety and substituting therefor the Memorandum of Association attached and marked @.
- 2) The Articles of Association of the company be amended by deleting them in their entirety and substituting therefor the Articles of Association attached and marked @@.

Signed

  
.....  
(Director/Secretary)

  
.....  
(Director)

Dated this date ..... 23/04/09

SATURDAY



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COMPANIES HOUSE

**MEMORANDUM AND ARTICLES OF ASSOCIATION OF**

**ACKROYD CHILDREN AND FAMILIES**

ADOPTED BY SPECIAL RESOLUTION ON 23RD APRIL 2009

THE COMPANIES ACT 1985, 1989 & 2006

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COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION OF ACKROYD CHILDREN AND FAMILIES

1. The name of the Organisation (hereinafter called "the Company") is ACKROYD CHILDREN AND FAMILIES.
2. The registered office of the Company will be situated in England.
- 3.A. The Company is established:-  
to advance the education and establishment in life of children and young people up to the age of 18 years and to promote and preserve the health of such children and young people for the benefit of the public in particular, but not exclusively by:
  - i the provision of facilities for childcare and recreation
  - ii the provision of support and assistance for parents and carers of children and young people
  - iii co-operating with other organisations that have similar objects.
- 3.B. In furtherance of the said objects, but not further or otherwise, the Company shall have power:-
  - (a) to cause to be written or printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents or films or recorded tapes;
  - (b) to hold exhibitions, meetings, lectures, classes, seminars and other courses either alone or with others;
  - (c) to foster and undertake research into any aspect of the objects of the Company and its work and to disseminate the results of any such research.
  - (d) to co-operate and enter into arrangements with any authorities, national, local or otherwise;
  - (e) to accept subscriptions, donations, devises and bequests of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal estate

and maintain alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate;

- (f) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
- (g) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques, and other instruments, and to operate bank accounts;
- (h) to borrow or raise money for the objects of the Company on such terms and (with such consents as are required by law) on such security as may be thought fit;
- (i) to take and accept any gift of money, property or other assets whether subject to any special trust or not, for any one or more of the objects of the Company;
- (j) to invest the moneys of the Company not immediately required for its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- (k) to make any charitable donation either in cash or assets for the furtherance of the objects of the Company;
- (l) to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;
- (m) to employ and pay any person or persons (not being a members of the Management Committee) to supervise, organise, carry on the work of and advise the Company;
- (n) To provide indemnity insurance to cover the liability of the Management Committee, (i) 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 Company; (ii) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986: Provided that any such insurance

in the case of (i) above shall not extend to any claim arising from any act or omission which the Management Committee knew to be a breach of Trust or breach of duty or which was committed by the Management Committee in reckless disregard of whether it was a breach of Trust or breach of duty or not and provided also that any insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Management Committee in their capacity as directors of the Company and in the case of (ii) above shall not extend to any liability to make such a contribution, where the basis of a Management Committee member's liability in her/his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.

- (o) subject to the provisions of clause 4 hereof to pay reasonable annual sums or premiums for and towards the provisions of pensions for officers or servants for the time being of the Company or their dependants;
- (p) to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects together or mainly similar to those of the Company and prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association;
- (q) to establish where necessary local branches (whether autonomous or not);
- (r) to do all such other lawful things as shall further the above objects or any of them.

PROVIDED THAT:-

- (i) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) the objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

4.(1). The income and property of the Company shall be applied solely towards the promotion of the objects.

(2)(a) A member of the Management Committee is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her acting on behalf of the Company.

(b) Subject to the restrictions in sub-clause (4) of this clause 4, a member of the Management Committee may benefit from trustee indemnity insurance cover purchased at the charity's expense;

(c) A member of the Management Committee may receive an indemnity from the Company in the circumstances specified in article 60.

(3) None of the income or property of the charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Company. This does not prevent a member who is not also a member of the Management Committee receiving:

(a) a benefit from the Company in the capacity of a beneficiary of the Company;

(b) reasonable and proper remuneration for any goods or services supplied to the Company.

(4) No member of the Management Committee may:

(a) buy any goods or services from the Company;

(b) sell goods, services, or any interest in land to the Company;

(c) be employed by, or receive remuneration from the Company;

(d) receive any other financial benefit from the Company;

unless:

(i) the payment is permitted by sub-clause (5) of this clause 4, does not exceed an amount that is reasonable in all the circumstances, and does not result in a majority of the Management Committee members having received a financial benefit from the Company; or

(ii) the members of the Management Committee obtain prior written approval of the Commission and fully comply with any procedures it prescribes.

- (5)(a)
- (i) A member of the Management Committee may receive a benefit from the Company in the capacity of a beneficiary of the Company;
  - (ii) A member of the Management Committee may enter into a contract for the supply of goods or services to the Company where that is permitted in accordance with, and subject to the conditions in, section 73A of the Charities Act 1993;
  - (iii) A member of the Management Committee may receive interest on money lent to the Company at a reasonable and proper rate which must be 2% (or more) per annum below the base rate of a clearing bank to be selected by the Management Committee;
  - (iv) A company of which a Management Committee member is a member may receive fees, remuneration or other benefit in money or money's worth provided that the shares of the Company are listed on a recognised stock exchange and the Management Committee member holds no more than 1% of the issued capital of that company;
  - (v) A Management Committee member may receive rent for premises let by the Management Committee member to the Company if the amount of the rent and the other terms of lease are reasonable and proper and provided that such a Management Committee member shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion;
  - (vi) The Management Committee may arrange for the purchase, out of the funds of the Company, of insurance designed to indemnify the Management Committee in accordance with the terms of, and subject to the conditions in, section 73F of the Charities Act 1993;
- (b) The employment or remuneration of a Management Committee member includes the engagement or remuneration of any firm or Company in which the Management Committee member is:
- (i) a partner;
  - (ii) an employee;
  - (iii) a consultant;
  - (iv) a director; or
  - (v) a shareholder, unless the shares of the Company are listed on a recognised stock exchange and Management Committee member holds less than 1% of the issued share capital.

In sub-clauses (2)-(5) of this Clause 4:

- (a) "Company" shall include any company in which the Company:
- holds more than 50% of the shares; or
  - controls more than 50% of the voting rights attached to the shares; or
  - has the right to appoint one or more directors to the Board of the company.
- (b) "Management Committee member" shall include any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Management Committee member or any person living with the Management Committee member.
5. The liability of its members is limited.
6. 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/she is a member, or within one year after he/she ceases to be a member, for payment of the debts and liabilities of the Company contracted before he/she 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 one pound.
7. If upon winding-up or dissolution of the Company there remains, after the satisfaction of all debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or to such charitable institution or institutions to be determined by the members of the Company at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable object.

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## THE COMPANIES ACT 1985, 1989 & 2006

### COMPANY LIMITED GUARANTEE

#### ARTICLES OF ASSOCIATION OF ACKROYD CHILDREN AND FAMILIES

##### INTERPRETATION

###### 1. In these Articles:-

"the Act" means the Companies Act 1985 as amended by the Companies Act 1989 including any statutory modification or re-enactment for the time being in force and any of the provision of the Companies Act 2006 for the time being in force.

"Address" in relation to electronic communications, includes any number of address given to the Company for that purpose.

"Articles" means the articles of association of the Company.

"The Commissioners" means the Charity Commissioners for England and Wales.

"Electronic means" shall be taken to mean the same as in the Electronic Communications Act 2000.

"Employee" means anyone holding a current contract of employment with the Company.

"In writing" shall be taken to include references to writing, printing, photocopying and other methods of representing or reproducing words in a visible form.

"the Management Committee" means the Directors of the Company.

In these Articles the expression "Management Committee" meeting or "meeting of the Management Committee" includes, except where inconsistent with any legal obligation:

- a physical meeting;
- a meeting held by electronic means.

"Memorandum" means the memorandum of association of the Company.

"the seal" means the common seal of the Company.

"Primary Carer" shall include any guardian or person who is responsible for children who participate in the activities of the Company.

"secretary" means any person appointed to perform the duties of the secretary of the Company.

"the United Kingdom" means Great Britain and Northern Ireland.

Expressions referred to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

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

Any statutory instruments or regulations from time to time in force shall be deemed to apply to this Company, whether or not these Articles have been amended to comply with such instrument or regulation.

## MEMBERS

2. The Management Committee shall, at their discretion, admit to membership individual persons who support the objects of the Company. An application for membership may be approved or rejected by the Management Committee.

## REGISTER OF MEMBERS

3. The Company shall maintain a Register of Members in which shall be recorded the name and address of every member, and if applicable an address to be used for electronic means, and the dates on which they became a member and on which they ceased to be a member. Every member shall sign a written consent to become a member or sign the Register of Members on becoming a member. A member shall notify the Secretary in writing or via email within seven days of the change to his or her address/email address.

## CESSATION OF MEMBERSHIP

4. The rights and privileges of a member shall not be transferable nor transmissible, and all such rights and privileges shall cease upon the member ceasing to be such. The Management Committee may terminate the membership of any individual with a two-thirds majority of

those Management Committee members present at the meeting, whose continued membership would, in the reasonable view of the Management Committee, be harmful to the Company; but this may only be done after a meeting called to discuss a member's expulsion where the member concerned shall have the right to make a representation to the meeting, accompanied by a third-party of his/her choice.

A member shall cease to be a member if s/he:

- (a) resigns in writing to the Secretary; or
  - (b) dies,
  - (c) ceases to meet the criteria for membership,
  - (d) cannot be traced from the details recorded in the Register of Members or where the Company has evidence after taking reasonable steps to contact said member that said member can no longer be contacted at the address shown in its Register of Members.
5. Unless the members of the Management Committee or the Company in General Meeting shall make other provision pursuant to the powers contained in Article 62, the Management Committee may in their absolute discretion permit any member of the Company to retire provided that after such retirement the number of members is not less than three.

#### GENERAL MEETINGS

6. The Company shall each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place, as the Management Committee shall appoint.
7. The Management Committee may, whenever they think fit, convene a General Meeting, a General Meeting shall also be convened on such requisitions, or, in default, may be convened by such requisitionists, as provided by the Act. If at any time there are not within the United Kingdom sufficient members of the Management Committee to form a quorum any member of the Management Committee or any two members of the Company may convene a General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Management Committee.

#### NOTICE OF GENERAL MEETINGS

8. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by a least twenty-one clear days'

notice in writing. Other meetings shall be called by at least fourteen days notice in writing. The notice shall be exclusive of the day on which it was served or deemed to be served and of the day of the meeting and shall specify the place, the day and the hour of the meeting and, in case of special business, the general nature of that business and shall be given, in a manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company. Notice shall also include the right of each member to appoint a proxy.

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this article be deemed to have been duly called if it is so agreed:-

- (a) in the case of the Annual General Meeting, by all of the members entitled to attend and vote; and
  - (b) in the case of any other meeting by a majority of the members having a right to attend and vote at the meeting, being a majority together representing not less than ninety percent of the total voting rights at that meeting of all the members.
9. 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.

#### PROCEEDINGS AT GENERAL MEETINGS

10. The business to be transacted at an Annual General Meeting shall include the consideration of the accounts, balance sheets, and the reports of the Management Committee and auditors, the election of members of the Management Committee in the place of those retiring and the appointment of, and the fixing of the remuneration, of the auditors, if any.
11. A member shall declare an interest in, and shall not debate or vote in respect of any matter which she or he has a personal material or financial interest and shall withdraw from any meeting where such a matter is discussed.
12. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business: fifteen members present in person, or by proxy shall be a quorum. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved: in any other case it shall be adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Management Committee may determine.

13. The chairperson, if any, of the Management Committee shall chair every General Meeting of the Company, or if there is no such chairperson, or if he or she shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Management Committee members present shall elect one of their number present to chair the meeting.
14. If at any meeting no Management Committee member is willing to act as chairperson or if no Management Committee member is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to chair the meeting.
15. The chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of an adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
16. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-
  - (a) by a chairperson; or
  - (b) by a least two members present; or
  - (c) by any member present in person and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

Unless a poll is so demanded a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number of proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

17. In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting shall be entitled to a second or casting vote.

18. A poll demanded on the election of a chairperson, or on a question of adjournment, shall be taken immediately. A poll demanded on any other question shall be taken at such time and in such manner as the chairperson of the meeting directs, and any business other than that upon which a poll has been demanded may proceed pending the taking of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
19. Decisions at General Meetings shall be made by passing resolutions:
  - (a) Decisions involving an alteration to the Memorandum or Articles of the Company, or to wind up the Company, and other decisions so required from time to time by statute shall be made by Special Resolution. A Special Resolution is one passed by a majority of not less than three-fourths of votes cast at a General Meeting.
  - (b) All other decisions shall be made by Ordinary Resolution requiring a simple majority of votes cast.
20. A resolution in writing shall be valid and effective as if it had been passed at a General Meeting of the Company, and may consist of several documents in the same form, each signed by one or more members. A written resolution shall be deemed to have been passed if:
  - (a) written approval has been received from at least 75% of the membership where the business of the resolution is deemed special;
  - (b) written approval has been received from at least 51% of the membership for resolution dealing with all other business.
21. Agreement to a written resolution must be received with 28 clear days of the circulation date of the resolution in accordance with the Act.
22. In accordance with the Act, resolutions to remove a member of the Management Committee or auditor of the Company before the end of his/her period of office shall not be passed by written resolution.

#### VOTES OF MEMBERS

23. Only one vote may be cast by or on behalf of each member. Any other person may act as proxy for a members who is absent from the meeting. Notice of an appointment of a proxy by a member must be received by the Secretary no later than 48 hours (excluding weekends) prior to the meeting. Proxies shall be appointed using procedures agreed in General Meeting. A proxy may be instructed by the member for whom s/he is acting to vote this way or that on a particular resolution, or may be authorised to vote in accordance with her/his judgement.

## MANAGEMENT COMMITTEE

24. The Management Committee shall be elected by and from the membership of the Company and shall be comprised as follows:-
- (a) up to eight Primary Carers of children who participate in the activities of the Company;
  - (b) up to eight local residents.
25. In addition to the grounds for the disqualification of Management Committee members stated in article 32, if a Management Committee member has been absent from three consecutive Management Committee Meetings and cannot give a reasonable explanation to the rest of the Management Committee for this absence then the Management Committee may disqualify that member from the Management Committee.
26. The Management Committee members shall be paid all reasonable expenses properly incurred by them in attending and returning from Management Committee meetings or General Meetings of the Company or in connection with the business of the Company.

## BORROWING POWERS

27. The Management Committee may exercise all powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

## POWERS AND DUTIES OF THE MANAGEMENT COMMITTEE

28. The business of the Company shall be managed by the Management Committee who may exercise all such powers of the Company as are not required to be exercised by the Company in General Meeting. Any such requirement may be imposed either by the Act or by these Articles or by any regulation made by the Company in General Meeting; but not such regulation shall invalidate any prior act of the Management Committee which would have been valid in that regulation has not been made.
29. The Management Committee shall meet not less than six times each year.
30. All cheques and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Management Committee shall from time to time determine.

31. The Management Committee shall cause minutes to be made:-
- (a) of all appointments of officers made by the Management Committee;
  - (b) of the names of the Management Committee members present at each Management Committee meeting
  - (c) of all resolutions and proceedings at all meetings of the Company, and of the Management Committee.

#### DISQUALIFICATION OF MANAGEMENT COMMITTEE MEMBERS

32. The office of Management Committee member shall be vacated if the member:-
- (a) resigns his/her office in writing to the Company; or
  - (b) in the opinion of the Management Committee, fails to declare his/her interest in any contract as referred to in these Articles; or
  - (c) becomes bankrupt or is in breach of any county court administration order;
  - (d) is removed from office by resolution of the Company in General Meeting in accordance with the Act. The Company may by ordinary resolution appoint another person in place of a Management Committee member removed under this article; or
  - (e) is, or may be suffering from mental disorder and either:
    - (i) s/he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1993 as amended by the Mental Health Act 2007 or a similar application under prevailing legislation in Scotland; or
    - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for her/his detention or for the appointment of a receiver, guardian or other person to exercise powers with respect to her/his property or affairs; or
  - (f) is disqualified by law from serving as a director of a company or as a charity trustee;
  - (g) is expelled by three quarters of the Management Committee for conduct prejudicial to the Company provided that any member of the Management Committee whose expulsion is proposed shall have the right to make representation to the meeting, accompanied by a third-party at which the decision is to be made.

## ELECTION OF MANAGEMENT COMMITTEE MEMBERS

33. At every Annual General Meeting of the Company all the Management Committee members shall retire from office.
34. A retiring Management Committee member shall be eligible for re-election.
35. The Company at the meeting at which a Management Committee member retires in manner aforesaid may fill the vacated office by electing a person thereto, and in default the retiring Management Committee member shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such member shall have been put to the meeting and lost.
36. No person other than a Management Committee member retiring at the meeting shall unless recommended by the Management Committee be eligible for election to the Management Committee at any General Meeting unless, not less than three nor more than twenty-one clear days before the day set for the meeting, there shall have been left at the registered office of the Company notice in writing signed by a member qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected. However, the Company at the meeting may waive this requirement and accept nominations at the meeting.
37. The Company may from time to time by ordinary resolution increase or reduce the number of Management Committee members.
38. The Management Committee shall have power at any time to appoint any person to be a Management Committee member, either to fill a casual vacancy or as an addition to the existing members but so that the total number of Management Committee members shall not at any time exceed any maximum number fixed in accordance with these Articles. Any Management Committee member so appointed shall hold office until the next following Annual General Meeting, and shall then be eligible for re-election.

## PROCEEDINGS OF THE MANAGEMENT COMMITTEE

39. The Management Committee may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Meetings of the Management Committee may also be held by electronic means, provided that all member of the Management Committee wishing to participate by such means are able to do so and are able to communicate with each other at all times. At least one meeting where members of the Management Committee are present in

person must be held every year. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairperson shall have a second or casting vote. A Management Committee member may, and the secretary on the request of a Management Committee member shall, at any time summon a Management Committee meeting. It shall not be necessary to give notice of a Management Committee meeting to any member for the time being absent from the United Kingdom.

40. The quorum necessary for the transaction of the business of the Management Committee may be fixed by the Management Committee and unless so fixed shall be one-third of the membership of the Management Committee, subject to a minimum of five.
41. The Management Committee may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of members, the Management Committee may act for the purpose of increasing the number of members to that number, or of summoning a General Meeting of the Company, but for no other purpose.
42. A member of the Management Committee must declare the nature and extent of any interest, direct or indirect, which s/he has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not been previously declared. A Management Committee member must absent himself or herself from the meeting from any discussions of the Management Committee in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

If a conflict of interest arises for a Management Committee member because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in these Articles or Memorandum, the unconflicted Management Committee members may authorise such a conflict of interest where the following conditions apply:

- (a) the Management Committee member with the conflict is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- (b) the Management Committee member with the conflict does not vote on any such matter and is not counted when considering whether a quorum of Management Committee members is present at the meeting;

- (c) the unconflicted Management Committee members consider that it is in the best interests of the Company to authorise a conflict of interest in the circumstances applying.
43. The Management Committee may elect a chairperson of their meetings and determine the period for which he/she is to hold office; but, if no such chairperson is present within five minutes after the time appointed for holding the same, the Management Committee members present may choose one of their number to chair the meeting.
44. The Management Committee may delegate any of their powers to sub-committees consisting of such persons as they think fit; any sub-committee so formed shall conform to any regulations that may be imposed on it by the Management Committee and shall report all acts and proceedings to the Management Committee as soon as is reasonably practicable.
45. A sub-committee may elect a chairperson of its meetings; if no such chairperson is elected, or if at any meeting the chairperson is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to chair the meeting.
46. A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in any case of an equality of votes the chairperson shall have a second casting vote.
47. All acts done by any meeting of the Management Committee or of a sub-committee, or by any person acting as a Management Committee member, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment 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 and was qualified to be a Management Committee member.
48. A resolution in writing, signed by the requisite majority of the members of the Management Committee for the time being entitled to vote, shall be valid and effective as if it had been at a meeting of the Management Committee, and may consist of several documents in the same form, each signed by one or more members of the Management Committee.

## SECRETARY

49. Subject to the Act the secretary shall be appointed by the Management Committee for such term as such remuneration and upon such conditions as the Management Committee may think fit; and any secretary so appointed may be removed by it: provided always that no Management Committee member may occupy the salaried position of secretary.

50. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Management Committee member and the secretary shall not be satisfied by its being done by or to the same person acting both as Management Committee member and as, or in place of, the secretary.

#### THE SEAL

51. If the Company has a seal, the Management Committee shall provide for the safe custody of the seal, which shall only be used by the authority of the Management Committee or of a sub-committee authorised by the Management Committee in that behalf and every instrument to which the seal shall be affixed shall be signed by a Management Committee member and shall be countersigned by the secretary or by a second Management Committee member or by some other person appointed by the Management Committee for the purpose.

#### ACCOUNTS

52. The Management Committee shall cause accounting records to be kept in accordance with the Act.
53. The accounting records shall be kept at the registered office of the Company or, subject to the Act, at such other place or places as the Management Committee think fit, and shall be open to the inspection of the officers of the Company.
54. The Management Committee shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Management Committee members, and no member (not being a Management Committee member) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Management Committee or by the Company in General Meeting.
55. The Management Committee shall from time to time in accordance with the Act cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.
56. A copy of every balance sheet (including every document required by law to be annexed thereto) which is laid before the Company in General Meeting, together with a copy of the auditor's report and Management Committee report shall not less than twenty-one clear days before the date of the meeting, subject nevertheless to the provisions of the Act, be sent by post or by electronic means to every member of and every holder of debentures of the Company, or by electronic means; provided that this

regulation shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures. The auditor's report shall be open to inspection and shall be read before the meeting.

## AUDIT

57. In accordance with the law for the time being in force the Company may - if it is eligible to do so - apply the small company audit exemptions. Otherwise once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors. Auditors shall be appointed and their duties regulated in accordance with the Act. A Management Committee member or his/her firm shall not be authorised to act as auditor to the Company.

## NOTICES

58. Notice of every General Meeting shall be sent by post to every member of the Company at their registered office, or to an address given where a member has elected to receive communications by electronic means, and to the auditors and to such other person who are entitled to receive notice. Where notice is sent by post to a member's registered office, and a notice sent by electronic means, shall be deemed to have been duly served forty-eight hours after the notice has been posted or sent. Notice shall include the right of each member to appoint a proxy.
59. Where the Company places communication required by these Articles on its web-site, notification must be given to each member who has given his/her consent to receive communication by this method that documents have been placed there for his/her consideration.

## INDEMNITY

60. The Company may indemnify any member of the Management Committee, Auditor, Reporting Accountant or other officer of the Company against any liability incurred by him or her in that capacity to the extent permitted by sections 232 to 234 of the 2006 Act.

## DISSOLUTION

61. Clause 7 of the Memorandum relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

## RULES OR BYE-LAWS

62. (a) the Management Committee may from time to time make such Rules or Bye Laws as it may deem necessary or convenient for

the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, it may by such Rules or Bye-Laws regulate:-

- (i) The admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members.
- (ii) The conduct of members of the Company in relation to one another, and to the Company's employees.
- (iii) The setting aside of the whole or any part or parts of the Company's premises at any particular time or times of for any particular purpose or purposes.
- (iv) The procedure at General Meetings and meetings of the Management Committee and sub-committees in so far as such procedure is not regulated by these Articles.
- (v) Generally, all such matters are commonly the subject of Company rules.
- (b) The Company in General Meeting shall have power to alter or repeal the Rules or Bye Laws and to make additions to them and the Management Committee shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such Rules or Bye Laws, which so long as they shall be in force, shall be binding on all members of the Company. Provided, nevertheless, that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum or Articles of the Company.