

3277030

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association of

UK Citizens Online Democracy

1. The Company's name is UK Citizens Online Democracy.
2. The registered office of the Company will be situated in England.
3. The objects for which the Company is established are to conduct and promote research into the use and effects of information and communication technologies in the context of the operation of any body or bodies which has or have an electorate (hereinafter called "democratic processes") and to disseminate the useful results of such research for the benefit of the public.
4. The Company shall have the following powers to further these objects
 - (a) To conduct, commission, evaluate and disseminate research in a balanced, objective and impartial manner.
 - (b) To select and publish information in electronic form and otherwise.
 - (c) To provide by electronic means a central point of reference for locating information that will enhance the public's understanding of the use of information and communication technologies in democratic processes
 - (d) To provide the public, and to assist other organisations to provide the public, with the means to experiment with and learn the use of information and communication technologies relevant to democratic processes.
 - (e) To encourage public understanding of the effects of information and communication technologies on democratic processes.
 - (f) To facilitate communication and collaboration between individuals and organisations researching and using information and communication technologies for democratic processes.
 - (g) To promote and encourage widespread understanding of the legal and regulatory environment as it affects the use of information and communication technologies in democratic processes.



- (h) To acquire, via, purchase, exchange, lease, hire or otherwise any real or personal property and to maintain and/or alter the same as may be necessary;
- (i) To sell, lease, mortgage, exchange or otherwise dispose or deal with any property as may be conducive to the Company's objectives, subject to such consents as may be required by law;
- (j) Subject to such consents as may be required by law to raise or borrow money on such terms as are thought reasonable to further the purposes of the Company;
- (k) To employ or engage (in whatever capacity) or enter into management service arrangements with such other persons, bodies or organisations as are or are likely to be useful in promoting the Company's objects on the terms thought reasonable by the Board of Directors;
- (l) To liaise, co-operate or join with the persons, bodies or organisations referred to in (l) above as appropriate in pursuance of the objects referred to in (a) to (h) above;
- (m) To make all reasonable payment and provision of pensions and superannuation to or for such of its employees and their widows and dependants as the Company may determine;
- (n) To invest in whatever manner thought suitable any moneys not immediately required by the Company and to appoint external or internal professional investment managers;
- (o) To receive loans at interest or otherwise and to lend money and give credit and take security for such and to guarantee or give security for the performance of contracts by any person or company as may be necessary;
- (p) To draw, accept, endorse, issue or execute any promissory notes, bills of exchange or other negotiable instruments in connection with the objects or the purposes of the Company;
- (q) To establish subsidiary companies to undertake trading activities when financial benefit is likely to be generated for the furtherance of the Company's objects;

- (r) To pay the costs of forming and registering the Company out of the Company's funds;
- (s) To do all such other lawful things as will promote the objects of the Company;
- (t) To establish, support or aid other charitable bodies or give financially to such bodies as are in any way connected with the objects of the Company;
- (u) To establish and use such charitable trusts that can be lawfully undertaken and may be necessary to further the Company's objects;
- (v) To establish, aid or promote any charity with similar objectives to those of the Company in any authorised activity calculated to benefit the furtherance of the Company's objects;
- (w) To associate with, merge or join in with any charity with similar objects if so doing will better promote the Company's objects;
- (x) To purchase, undertake or acquire any or all of the property liabilities and engagements of charitable bodies with which the Company may co-operate;
- (y) To raise funds and to invite and receive contributions from any person or persons whatever by way of subscription, donation or otherwise, provided that the Company shall not undertake any permanent trading activities in raising funds for its charitable objects;
- (z) To carry on trade insofar as either the trade is exercised in the course of carrying out any primary object of the Company or the trade is temporary and ancillary to the carrying out of its charitable objects;
- (aa) To provide indemnity insurance to cover the liability of the trustees (or any of them) 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 or which they may be guilty in relation to the Charity: Provided that any such insurance shall not extend to any claim arising from any act or omission which the trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the trustees (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not;

- (bb) To do all such other lawful things as will further the attainment of the objects of the Company or any of them;

Provided that:

- (i) in case the Company shall take or hold 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 Company's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers;
- (iii) in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law.

- 5. The income and property of the Company 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 Members of the Company and no Director shall without the prior written permission of the Charity Commission be appointed to any office of the company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company.

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

- (a) of reasonable and proper remuneration to any Member, officer, servant or consultant of the Company (not being a Director of the Company) for any services rendered to the Company and of reasonable and proper expenses necessarily incurred in carrying out the duties of any such Member, officer, servant or consultant of the Company;
- (b) to any Director who is a Solicitor, Accountant or other person engaged in a profession of all reasonable professional and other charges for work done by him or his firm when instructed by the other Directors to act in that capacity on behalf of the Company provided that:

- (i) he shall be absent from all meetings at which the employment and remuneration of such a firm or company are discussed during the relative discussion;
 - (ii) he shall not vote on any resolution relating to the employment or remuneration of such firm or company;
 - (iii) the other Directors are satisfied that the employment of the firm or company in question is both necessary and expedient in the interests of the Company;
- (c) of interest on money lent by a Member of the Company or its Directors at a rate per annum not exceeding 2 per cent less than the base lending rate prescribed for the time being by a major London Clearing Bank or 3 per cent whichever is the greater;
- (d) to any Director of reasonable and proper out-of-pocket expenses;
- (e) to a company of which a Member of the Company or a Director is a member, save where he holds more than one hundredth part of the capital of such company;
- (f) of reasonable and proper rent for premises demised or let by any Member of the Company or by any Director;
- (g) of any premium in connection with insurance permitted by Clause 4(bb) hereof.
6. The liability of the Members is limited.
7. Each Member of the Company undertakes to contribute to the Company's assets should it be wound up whilst he is a member or within one year of his ceasing to be so, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and for the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding in aggregate £1 (one pound).
8. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other company (and if the Company is a registered charity, then to another company, institution or body being itself a charitable institution) 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 by virtue of this Memorandum of Association, such company, institution or body to be determined by members of the Company at or before the time of dissolution and insofar as effect cannot be given to such provisions then such property shall be disposed of at the discretion of the Directors for some other comparable purpose or purposes.

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

Names and Addresses of Subscribers

Michael John Boyd Webster
20 Black Friars Lane
London EC4V 6HD

Solicitor

Susan Carol Fadil
20 Black Friars Lane
London EC4V 6HD

Chartered Secretary

Dated 4 November 1996

Witness:

Caroline Anne Price
84 Anerley Road
London SE19 2AH

Articles of Association
of
UK Citizens Online Democracy

1. Interpretation

In these Articles and in the Memorandum of Association of the Company, if not inconsistent with the subject or the context, the following words or expressions shall have the meanings duly ascribed to them:

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof from time to time in force;

"the Articles" means these Articles of Association and the Rules of the Company from time to time in force;

"the Board of Directors" means and **"the Directors"** shall be the equivalent of and shall fulfil the functions of, respectively, the board and the directors of the Company, as defined in the Act;

"clear days" in relation to the period of a notice means 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;

"the Commissioners" means the Charity Commissioners for England and Wales;

"the Company" means UK Citizens Online Democracy;

"executed" includes any mode of execution;

"Office" means the registered office of the Company;

"person" means any individual, corporation, unincorporated person or other institution as the context may require;

"the Rules" means the Rules as defined in Article 14;

"the seal" means the Common Seal of the Company;

"Secretary" means 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;

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

Other words or expressions contained in these regulations bear the same meaning as in the Act including any later statutory modification thereof in force at the date on which these Articles became binding on the Company.

2. Members

- 2.1 The members of the Company are those who are subscribers to the Memorandum of Association of the Company and such other persons and bodies as are admitted to membership in accordance with the Articles and the Rules. Any person, partnership, corporate or unincorporated body who or which wants to become a member shall deliver an application for membership in such form as the Directors see fit executed by him or on its behalf.
- 2.2 Any such application for membership of the Company shall be subject to the Board of Directors granting its approval and the Board of Directors are under no obligation to disclose any reasoning behind a refusal of an application.
- 2.3 Membership shall not be transferable.
- 2.4 The number of members is subject to a minimum of two.
- 2.5 Every corporation or unincorporated body which is admitted to membership may exercise such powers as are prescribed by Section 375 of the Act.
- 2.6 A member of the Company shall cease to be so if:
 - (a) he, she or it resigns by written notice to the Company; or
 - (b) he or she is an individual, upon his or her decease; or
 - (c) the member becomes bankrupt or an order is made or an effective resolution is passed for the dissolution or winding up of that member; or
 - (d) if any applicable membership fee, subscription or other sum payable by the member to the Company is not paid on the due date and remains unpaid seven days after notice is served on the member by the Company informing him that he will be removed from membership if it is not paid. The Directors may re-admit to membership any person or corporate body removed from membership on this ground on payment of such sum in respect of the sum due as the Company may determine; or

- (e) a resolution of the Company or the Board of Directors.

3. General Meetings

- 3.1 General meetings other than annual general meetings are to be called extraordinary general meetings.
- 3.2 There shall be no more than 15 months between annual general meetings which shall be held no later than nine months after the end of each financial year.

The annual general meeting shall be held for the following purposes:

- (a) to receive from the Directors a full statement of accounts;
- (b) to receive from the Directors a report of the activities of the Company since the previous annual general meeting;
- (c) to allow the present Directors to stand down from office;
- (d) to elect Directors pursuant to these Articles;
- (e) to appoint the Company's auditors; and
- (f) to transact such other business as may be brought before it.

4. Notice of General Meetings

- 4.1 There shall be given at least 21 days' notice in writing of every annual general meeting and of every extraordinary general meeting called for the passing of a special resolution and 14 days' notice in writing of every other extraordinary general meeting (exclusive in every case both of the day on which such notice is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of the meeting, and in the case of special business the general nature of that business, to such persons (including the auditors) as are under these Articles or under the Act entitled to receive such notices from the Company.
- 4.2 A general meeting may be called by shorter notice if it is agreed by:
 - (a) for an annual general meeting, all the members entitled to attend and vote and
 - (b) for any other meeting a 95% majority of all those entitled to vote at such a meeting.

- 4.3 Any such notice should specify the time and place of the meeting and the general nature of the business to be discussed.
- 4.4 The notice should be given to the Directors and auditors, and to all members.
- 4.5 The Secretary shall, on an order of the Directors or at the written request of not less than one tenth of the members, convene an extraordinary general meeting. Such order or request indicating the nature of the business to be transacted shall be laid before the Board of Directors and the Secretary shall forthwith proceed to convene an extraordinary general meeting within 28 days of the receipt of such order or request.
- 4.6 The accidental omission to give notice of a meeting to or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings had, at any meeting.

5. Proceedings at General Meetings

- 5.1 All business transacted at an extraordinary general meeting, and all that is transacted at an annual general meeting with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Directors and of the Company's auditors, the election of Directors in the place of those retiring, and the appointment of the auditors and the fixing of their remuneration, shall be deemed special business.
- 5.2 No business shall be transacted at any meeting unless a quorum is present; a quorum will be two members entitled to vote on the business to be transacted, or their representatives.
- 5.3 If within half an hour from the time appointed for general meeting no quorum is present or such a quorum ceases to exist, the meeting shall be adjourned to the same day, time and place in the following week or such a day, time and place as the Directors may decide.
- 5.4 If there is a chairman of the Board of Directors and he is present he shall chair the meeting; if not then the Directors shall nominate a director to be chairman. If the relevant chairman fails to arrive and be ready to act 15 minutes after the appointed time the Directors present shall elect one of their number present to be chairman.
- 5.5 If no Director is present or willing to be chairman within 15 minutes after the appointed time those others present and eligible to vote shall elect one of their own number to be chairman.

- 5.6 If a Director is not a member he is nonetheless entitled to attend and speak at any general meeting.
- 5.7 The chairman 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 place to place but can only conduct the business at such an adjourned meeting that could have been discussed had the meeting not been adjourned. If the adjournment is for more than 14 days a further seven days' notice is needed to give time, place and general nature of the adjourned meeting.
- 5.8 A vote on a resolution is to be made via a show of hands unless at any time during, before or on declaration of the result a poll is asked for. A poll can be demanded:
- (a) by the chairman or
 - (b) by 2 or more voting members or
 - (c) by a member/members who represent more than a one-tenth share of the voting rights present.
- A demand by proxy is the same as one in person.
- 5.9 A declaration by the chairman that a resolution has been carried or carried unanimously or by a particular majority or has been lost by a particular majority or unanimously and the entering of such a result in the minutes is sufficient proof of the result without actual proof of the voting figures, unless a poll has been duly demanded.
- 5.10 Any demand for a poll may, before the poll takes place, be withdrawn but only with the consent of the chairman and, if so, the result of the earlier show of hands, if taken, shall be valid.
- 5.11 If a poll is demanded the chairman has the discretion to direct proceedings, and he may appoint scrutineers (who need not be members) and fix the time and place for declaring the result. The result constitutes the resolution of the meeting at which the poll was demanded.
- 5.12 In the instance of a tied vote whether on a show of hands or on a poll, the chairman is entitled to cast a deciding vote.
- 5.13 A poll demanded on the election of a chairman or on a question of whether to adjourn shall be taken forthwith. A poll on any other issue can be taken forthwith or at such

time as the chairman directs not being more than 30 days after the poll is demanded. Such a demand does not preclude the transaction of any other business at that meeting.

- 5.14 If the time and place of the poll are given at the meeting at which it was demanded then no notice need be given. In any other case seven days' notice specifying the time and place should be given.
- 5.15 A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present, shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.
- 5.16 The proceedings at any meeting or on the taking of a poll shall not be invalidated by reason of the accidental informality or irregularity in the convening thereof or otherwise or any want of qualification in any of the persons present or voting thereat.

6. Votes of Members

- 6.1 Only the members of the Company are entitled to vote and in whichever manner the vote is conducted each member shall have one vote.
- 6.2 An objection to the eligibility of a voter must be raised at the meeting or adjourned meeting at which the vote questioned is tendered and all votes not disallowed are valid. The chairman's decision over such an objection is final and conclusive.
- 6.3 The Company may decide that a postal vote may be admitted.
- 6.4 In exercising such a postal vote the vote shall be in writing either under seal or under the hand of the member or duly authorised officer of the member.
- 6.5 The instrument exercising the postal vote shall be delivered to the offices of the Company not less than 48 hours before the time appointed for the meeting.
- 6.6 No member may vote on any matter in which he is personally interested, pecuniarily or otherwise, or debate on such a matter without in either case the permission of the majority of the members present in person or by proxy at the meeting such permission to be given or withheld without discussion.
- 6.7 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor 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 Directors may approve):

"[Name of the Company at any relevant time]

I,/we,

of

being a member/members of the above named Company

hereby appoint

of

or failing him,

of

as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on

19 , and at any adjournment thereof.

Signed on this day of 19 ."

- 6.8 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing 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 Directors may approve):

"[Name of the Company at any relevant time]

I,/we,

of

being a member/members of the above named Company

hereby appoint

of

or failing him,

of

as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on

19 , 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 thinks fit or abstain from voting.

Signed on this day of 19 ."

7. Appointment and Retirement of Directors

- 7.1 A Director can only be appointed or reappointed in accordance with the continuing regulations which may be made or revised from time to time by the Board of Directors in accordance with Article 14 below ("the Rules").
- 7.2 Between 7 and 28 clear days before the appointed date for a general meeting at which an appointment is to be considered, notice of those recommended by the Board of Directors or otherwise shall be given to all those entitled to notice of the meeting itself. Such notice shall give the particulars needed to satisfy the Company's register of Directors.
- 7.3 Subject to the above conditions the Company may by resolution appoint an additional Director or one to fill a vacancy and decide the order of rotation.
- 7.4 The appointment of a Director must not result in the number of Directors exceeding the maximum set out in the Articles which maximum unless and until there shall be a different maximum number fixed by the Rules shall not exceed 10.
- 7.5 At every annual general meeting one-third or the nearest to such a figure, of Directors shall retire by rotation.
- 7.6 Those due to retire by rotation are those who have been longest in office but as between persons who became or were last reappointed Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. The Chairman shall not be due to retire by rotation.

8. Disqualification and Removal of Directors

A Director shall cease to be so if:

- (a) he becomes prohibited from being so by law or by any provision of the Act;
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors;
- (c) he is or may be suffering from a mental disorder and:

- (i) he is admitted to hospital for treatment under the Mental Health Act 1983 (or 1960 Act for Scotland);
- (ii) a Court with jurisdiction (in United Kingdom or abroad) makes an order for his detention or appoints a receiver;
- (d) he voluntarily resigns his office;
- (e) he is removed from office by a resolution duly passed pursuant to Section 303 of the Act;
- (f) he is requested to resign by all of the other Directors.

9. Powers of Directors

- 9.1 Subject to the provisions of the Act and the Memorandum and Articles, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company.
- 9.2 By power of attorney or other means the Directors may appoint any person as an agent of the Company for such purpose and on such conditions as they determine.

[10. Observers

One or more Observers may be appointed or removed from office by the Board of Directors as they think fit from relevant statutory bodies and agencies. An observer is entitled to notice of and to attend Company meetings and meetings of the Board of Directors but has no voting rights.]

11. Directors Expenses

The Directors are entitled to the repayment of all reasonable expenses incurred by them in connection with their attendance at meetings or any other Company business.

12. Proceedings of Directors

- 12.1 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that at least one such meeting shall be held in each year.
- 12.2 Unless urgent circumstances make it necessary to convene a meeting more quickly, notice of every meeting of the Board of Directors and its general nature shall be given by post to every Director at least seven days in advance. Such a meeting can be

requested by two Directors. Notice need not be given to a Director absent from the United Kingdom.

- 12.3 A quorum of the Directors is three (being the minimum number required for a registered charity) or one third of the aggregate number of Directors, whichever is greater.
- 12.4 The continuing Director(s) may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as a quorum, the continuing Director(s) may act only for the purpose of filling vacancies or of calling a general meeting.
- 12.5 The chairman of the Board, who shall be appointed by a vote of the Directors, shall preside at every meeting at which he is present. If he is unwilling or not there within 5 minutes of the start time the Directors present can appoint one of their number chairman for that meeting. The Directors shall also be empowered to appoint a deputy chairman.
- 12.6 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors shall be as binding as if it had been passed at a meeting of Directors duly convened and held and may consist of several documents in like form each signed by one or more Directors.
- 12.7 A meeting of the Directors may, subject to notice thereof having been given in accordance with the Articles be for all purposes deemed to be held when a director is or directors are in communication by telephone, audio visual communications media, or by internet or other on-line electronic communications media, with another Director or other directors and all of the said Directors agree to treat the meeting as so held, provided always that the number of the said Directors participating in such communication constitutes a quorum of the Board of Directors hereunder. A resolution made by a majority of the said Directors in pursuance of this Article shall be as valid as it would have been if made by them at an actual meeting duly convened and held.
- 12.8 Each Director shall be entitled to one vote. In the case of an equality of votes the chairman shall have a casting vote.
- 12.9 A meeting of Directors at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Directors generally.

- 12.10 The Directors may delegate any of their powers to any sub-committee consisting of such of their number and such other persons as they think fit provided that where such committee includes persons not being Directors, the number of such persons shall be less than one-half of the total number of the committee members and no resolution of the committee shall be effective unless a majority of the members of the committee present at the meeting are Directors.
- 12.11 Any sub-committee formed pursuant to Article 12.9 shall, in the exercise of the powers delegated to it, conform to any regulations imposed on it by the Directors. The resolution making the delegation shall specify the financial limits within which any sub-committee shall function. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Directors so far as applicable and so far as the same shall not be superseded by any regulation made by the Directors. All acts and proceedings of such sub-committees shall be reported in due course to the Directors.
- 12.12 All acts bona fide done by any meeting of the Directors or of any sub-committee, or by any person acting as a Director, shall, notwithstanding that it be discovered afterwards that there was some defect in the appointment or continuance in office of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office.
- 12.13 The Directors shall cause proper minutes to be made of all appointments of the Directors and of the proceedings of all meetings of the Company and of the Directors and of sub-committees, and all business transacted at such meetings, and 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 therein stated.

13. **Secretary**

Subject to the provisions of the Act the Board of Directors shall appoint a Secretary for a term and on such conditions as it thinks fit and any Secretary so appointed may be removed by them.

14. **Rules**

- 14.1 The Directors may from time to time make, repeal or alter such rules as they may deem necessary or expedient or convenient for the proper conduct and management of the

Company and its affairs, and in particular but without prejudice to the generality of the foregoing, they may by such Rules regulate:

- (a) themselves or through a membership committee the eligibility, admission and classification of members of the Company (including the admission of organisations to membership) 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, membership fees, subscriptions and other fees or payments to be made by members;
- (b) the conduct of members of the Company in relation to one another, and to the Company's employees;
- (c) the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
- (d) the procedure at general meetings of Members and meetings of the Board of Directors and sub-committees of the Board of Directors insofar as such procedure is not regulated by the Articles;
- (e) the level of subscriptions and other membership fees and financial arrangements applicable from time to time;
- (f) the composition of the Board of Directors;
- (g) generally, all such matters as are commonly the subject matter of company rules provided that the same shall not be inconsistent with the Memorandum of Association or these Articles.

14.2 The Company in general meeting shall have power to alter, add to or repeal the rules and the Directors shall adopt such means as they think sufficient to bring to the notice of members of the Company all such Rules, which shall be binding on all members of the Company, provided that no rule shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum of Association or the Articles.

15. **The Seal**

The Directors may determine who shall sign any instrument on which the seal is affixed and if not determined then such an instrument shall be signed by a Director and the Secretary or any two Directors.

16. Notices

- 16.1 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.
- 16.2 The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at the registered address of the member or by leaving it at that address or by sending it electronically to the member at an electronic address specified by the member for such purposes. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices delivered to that address, but otherwise no such member shall be entitled to receive any notice from the Company.
- 16.3 A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- 16.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Likewise proof that a notice was properly addressed and sent electronically shall be conclusive proof 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 if sent electronically 24 hours after the notice was sent.

17. Accounts etc.

- 17.1 The Directors shall cause accounting records of the Company to be kept in accordance with section 221 of the Act and the requirements of the Charities Act 1993 (or any statutory re-enactment or modification of that Act) and any regulations made pursuant thereto (or as the same may be hereafter amended or altered).
- 17.2 Accounting records shall be kept at the Office or, subject to section 222 of the Act, at such other place or places as the Directors shall think fit and shall always be open to the inspection of the Directors.
- 17.3 At the annual general meeting in every year the Directors shall lay before the Company a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Company made up to a date not more than seven months before such meeting) together with a proper balance sheet made up as at the same date. Every such balance sheet shall be

accompanied by proper reports of the Directors and the auditors of the Company, and copies of such accounts, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than 21 clear days before the date of the meeting, subject nevertheless to the provisions of section 238(4) of the Act, be sent to the auditors and to all other persons entitled to receive notices of general meetings in the manner in which notices are hereinafter directed to be served.

18. Audit

18.1 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 appropriately qualified auditor or auditors.

18.2 Auditors shall be appointed and their duties regulated in accordance with the Act.

19. Statutory Books and Accounting Records

The statutory books and accounting records shall be open to inspection by any member during normal business hours, although reasonable restrictions may be imposed by the Company as to the time and manner in which they may be so inspected.

20. Annual Report

The Directors shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an Annual Report and its transmission to the Commissioners.

21. Annual Return

The Directors shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an Annual Return and its transmission to the Commissioners.

22. **Indemnity**

Every Director and officer of the Company if found not to be liable in any action for negligence, default, breach of duty or breach of trust shall be indemnified out of the assets of the Company for all costs and expenses incurred in defending his liability in any action.

23. **Winding-up**

Clauses 7 and 8 of the Memorandum of Association have effect as if the same were repeated here.

Names and Addresses of Subscribers

Michael John Boyd Webster
20 Black Friars Lane
London EC4V 6HD

Solicitor

Susan Carol Fadil
20 Black Friars Lane
London EC4V 6HD

Chartered Secretary

Dated 4 November 1996

Witness:

Caroline Anne Price
84 Anerley Road
London SE19 2AH