

THE COMPANIES ACT 1985

Company Limited by Guarantee

and not having a Share Capital

ARTICLES OF ASSOCIATION

of

THE WHITEHALL AND INDUSTRY GROUP

WEDNESDAY



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COMPANIES HOUSE

1. In these Articles and in the Memorandum of Association

‘the Act’ means the Companies Act 1985, including any statutory modification or re-enactment of it for the time being in force;

‘Address’ means a postal address or, for the purposes of communication in electronic form, an e-mail (but excluding a telephone number for receiving text messages and faxes) in each case registered with the Charity;

‘Annex’ means the document appended in the annex hereto entitled “Memorandum of Association”;

‘Annual Board Meeting’ means the meeting of the Directors designated in accordance with Article 31;

‘Chair’ means the person appointed as Chair pursuant to Article 33;

‘Charitable’ means charitable according to the law of England and Wales;

‘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;

‘Connected’ means a person is Connected to a WIG Member if they are a trustee, director, officer or employee of a WIG Member;

‘the Directors’ means the directors for the time being of the Charity;

‘electronic form’ means as defined in section 1168 of the Companies Act 2006 (as modified or re-enacted from time to time);

‘the Members’ means the persons who are the members for the time being of the Charity for the purposes of the Act;

‘the Seal’ means the common seal of the Charity;

‘the United Kingdom’ means Great Britain and Northern Ireland;

‘WIG Member’ means an organisation, body or Government Department which has been accepted as a member of the Charity and remains in membership; these are not members of the Charity for the purposes of the Act and have no rights under these Articles.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meanings as in the Act.

The Annex is deemed to be incorporated into these Articles.

OBJECTS

2. The Charity is established for the purposes expressed in the Memorandum of Association.

MEMBERSHIP

3. The Members are the persons appointed as Directors from time to time who shall have consented in writing to become Members and whose names shall have been entered in the register of Members of the Charity.
4. The rights and privileges of a Member shall not be transferable.
5. A Member shall cease to be a Member:
 - (a) upon giving notice in writing to the Charity resigning from membership;

- (b) upon dying, becoming of unsound mind, or bankrupt, or compounding with creditors;
- (c) upon ceasing to be a Director.

REGISTERS

6. The Directors shall cause the following registers to be kept at the Registered Office of the Charity:

- (a) a Register of Members;
 - (b) a Register of the interests of the Directors in debentures of the Charity or its associated companies.
7. The Directors shall cause such Registers as are kept under the provisions of Article 6 to be completed and made available for inspection in accordance with the provisions of the Act.

GENERAL MEETINGS

8. The Directors may, whenever they think fit, convene a General Meeting, and, or, in default, may be convened by such requisitionists, as provided by s 368 of the Act. If at any time there are not within the United Kingdom sufficient Directors capable of forming a quorum, any Director or any two Members of the Charity may convene a General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

9. A General Meeting of the Charity shall be called by fourteen clear days' notice in writing at the least. The notice shall specify the place, the day and the hour of meeting (or if it is to be held electronically the details for joining the meeting) and, in case of special business, the general nature of that business and shall be given, in the manner set out below or in such other manner, if any, as may be prescribed by the Charity in General Meeting, to such persons as are, under these Articles, entitled to receive such notice provided always that a meeting of the Charity 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 by a majority of the Members entitled to attend and vote at such meeting, who together hold not less than ninety five per cent of the total voting rights of the Charity.

10. 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

11. The Directors may make whatever arrangements they consider appropriate for holding a General Meeting by electronic means (either entirely or partially) which allows all those participating to speak, hear the presentations and comments of others, and exercise their voting rights at the General Meeting. The notice of the General Meeting shall issue instructions as to how to participate in, and vote at, such a meeting. Where a General Meeting is held by electronic means a Member who participates by electronic means personally or by their proxy in that meeting in accordance with the instructions for the meeting is deemed to be present in person.

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; save as otherwise provided in these Articles, three Members present in person or by proxy shall be a quorum.

13. 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 stand adjourned to the same day in the next week, at the same time and place (or if it was to be held electronically via the same details for joining the meeting), or to such other day and at such other time and place (or if it is to be held electronically via such details for joining the meeting) as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Members present shall be a quorum.

14. If there is no Chair, or if the Chair shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be Chair of the meeting.

15. If at any meeting no Director is willing to act as Chair or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be Chair of the meeting.

16. The Chair of the meeting 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 (including by being held electronically), 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 the adjourned meeting shall be given as in the case of an original meeting. Other than in these circumstances it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting

17. 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 the Chair of the meeting; or
- (b) by at least two Members present in person or by proxy; or
- (c) by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

18. Unless a poll be so demanded, a declaration by the Chair of the meeting 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 book containing the minutes of proceedings of the Charity 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. The demand for a poll may be withdrawn.

19. Except as provided in Article 21, if a poll is duly demanded it shall be taken in such manner as the Chair of the meeting directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

20. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair 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.

21. A poll demanded on the election of a Chair of the meeting, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chair of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

22. Subject to the provisions of the Act, a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of the Charity duly convened and held.

23. If at any General Meeting any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the results of the voting unless it be pointed out at the same meeting, and not in that case unless it shall, in the opinion of the Chair of the meeting, be of sufficient magnitude to vitiate the result of the voting.

VOTES OF MEMBERS

24. Every Member shall have one vote.

25. On a poll votes may be given either personally or by proxy.
26. The instrument appointing a proxy shall be in writing under the hand of the appointor or of the appointor's attorney duly authorised in writing, or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a Member of the Charity.
27. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Charity, or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than forty eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
28. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:
- 'I/We _____ of _____ in the
 County of _____, being a Member/Members of the above-named
 Company, hereby appoint _____ of _____ or failing
 _____ of _____ as my/our proxy to vote for me/us on my/our behalf at the
 General Meeting of the Company to be held on the day of _____ 20, and at any
 adjournment thereof
 Signed this _____ day of _____ 20____
29. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

DIRECTORS

30. The number of Directors shall be not less than 5 (five) nor, until otherwise determined by the Directors, more than 12 (twelve), of which one shall be the Chair.
31. The Directors shall designate one meeting of the Directors in each calendar year for the retirement and appointment of the Chair and other Directors who are Connected to a WIG Member ("the Annual Board Meeting").
32. To be eligible for appointment:
- a. the Chair must be Connected to a WIG Member; and
 - b. the other Directors must be Connected to a WIG Member unless the Directors

determine to appoint a Director who is not Connected to a WIG Member pursuant to Article 34.

33. The Chair and the Directors, who are Connected to a WIG Member, shall be appointed by a resolution of the Directors at an Annual Board Meeting.

34. The Directors may appoint at any time up to four persons as Directors who are not Connected to a WIG Member, provided the total number of Directors does not exceed the maximum number for all Directors under these Articles.

35. If a vacancy arises between Annual Board Meetings in the office of Chair or a Director who was at the time of their appointment Connected to a WIG Member, the Directors may appoint a person Connected to a WIG Member to fill the vacancy. A person so appointed shall hold office only until the next Annual Board Meeting when they shall be eligible for re-appointment to that office. The period served filling the vacancy is ignored when determining terms of office under Articles 44 and 45.

36. No Director shall vacate office or be ineligible for re-appointment as a Director, nor shall any person be ineligible for appointment as a Director by reason only of having attained any particular age.

BORROWING POWERS

37. The Directors may exercise all the powers of the Charity 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 Charity or of any third party.

POWERS AND DUTIES OF DIRECTORS

38. The business of the Charity shall be managed by the Directors who may pay all expenses incurred in promoting and registering the Charity, and may exercise all such powers of the Charity as are not, by the Act or by these Articles, required to be exercised by the Charity in General Meeting, subject nevertheless to the provisions of the Act or these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Charity in General Meeting; but no regulation made by the Charity in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made. In particular, the Directors shall have power to make rules and bye-laws for regulating the use by Members and others of any property of the Charity.

39. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Charity, shall be signed, drawn, accepted, endorsed, or otherwise

executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

40. The Directors shall cause minutes to be made of all appointments of officers made by them, of the names of the Directors present at each meeting of the Directors and of any committee of the Directors, and of all resolutions and proceedings at all meetings of the Charity, and of the Directors, and of committees of the Directors and any such minutes, if signed by the Chair of such meeting or by the Chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

41. The Directors may act notwithstanding any vacancy in the number of Directors, but, if the number of Directors is less than the minimum prescribed in these Articles they may only act as Directors to fill vacancies in the number of Directors or summon a General Meeting.

DISQUALIFICATION OF DIRECTORS

42. The office of Director shall be vacated if the Director:

- (a) becomes subject to a receiving order or makes an arrangement or composition with creditors generally; or
- (b) becomes prohibited by law from being a Director or ceases to be a Director by reason of any provision of the Act or of the Charities Act 1993 (or any statutory modification or re-enactment thereof); or
- (c) becomes of unsound mind; or
- (d) resigns from office by notice in writing to the Charity; or
- (e) is removed from office by a resolution duly passed pursuant to s 303 of the Act; or
- (f) is removed from office by notice of removal given by the Directors following a vote passed by a two-thirds majority of the Directors; or
- (g) ceases to be Connected to the WIG Member with whom they were Connected at the time they took office; or
- (h) was Connected at the time they took office to a WIG Member who has ceased to be a member of the Charity; or

- (i) is directly or indirectly interested in any contract with the Charity and fails to declare the nature of such interest in the manner required by s 317 of the Act.

43. A Director shall not vote in respect of any contract in which the Director is interested or any matter arising from it and, if the Director does so vote, such vote shall not be counted.

43A. (i) For the purposes of Section 175 of the 2006 Act (and with effect from the coming into force of that Section), the Directors have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director under that Section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

(ii) Authorisation of a matter under this Article 43A is effective only if:

(a) the matter in question is proposed in writing for consideration at a Directors' meeting in accordance with the Directors' normal procedures or in such other manner as the Directors may approve;

(b) the proposal is dealt with as an item of business at that Directors' meeting in accordance with the Directors' normal procedures (subject to sub paragraphs (c) and (d) below), and

(c) any requirement as to the quorum at the Directors' meeting, or the part of a Directors' meeting at which the matter is discussed is met without counting the Director in question and any other interested Director (together the "interested directors"), and

(d) the matter is agreed to without the interested directors voting, or the matter would have been agreed to if the votes of the interested directors had not been counted.

(iii) Any authorisation of a matter under this Article 43A extends to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.

(iv) Any authorisation of a matter under this Article 43A may be given on or subject to such conditions or limitations as the Directors determine, whether at the time such authorisation is given or subsequently. In particular, the Directors may provide:

(a) for the exclusion of some or all of the interested directors from the receipt of information, or participation in discussion whether at Directors' meetings or otherwise), relating to the matter authorised by the Directors, or

(b) with respect to an interested director who obtains information that is confidential to a third party, that he is not obliged to disclose that information to the Company, or to use the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence. A Director must comply with any obligations imposed on him by the Directors in or pursuant to any authorisation

(v) A Director is not, except as otherwise agreed by him, accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the Directors under this Article 43A, and any contract, transaction or arrangement relating to such matter is not liable to be avoided on the grounds of any such benefit.

(vi) An authorisation under this Article 43A may be determined by the Directors at any time,

(vii) The provisions of paragraph (ii) above apply in relation to any modification of the conditions or limitations on or subject to which an authorisation is given as they apply in relation to the giving of the authorisation.

(viii) An authorisation must be recorded in writing, but failure to do so will not invalidate the authorisation.

(ix) Notwithstanding any other provision of these presents, the Directors may not delegate the powers conferred on them under paragraph (i) above.

TERM OF OFFICE OF DIRECTORS

44. The Chair and any other Director shall hold office for a term of three years from the date of their appointment, at the end of which they shall retire and be eligible for re-appointment for two further term of three years. Where a person is appointed at an Annual Board Meeting, they take office from the close of that meeting and a "year" shall mean the period between the end of one Annual Board Meeting and the end of the next Annual Board Meeting.

45. The maximum aggregate period which can be served in all posts as a Director is nine years.

46. Notwithstanding any other provisions of these Articles, the Directors in office immediately after these Articles are adopted shall hold office as Directors, and as applicable the Chair, for the period set out in rules made by the Directors which shall specify when their current term of office ends and whether they are eligible to be re-appointed for one or two further terms.

PROCEEDINGS OF DIRECTORS

47. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chair shall have a second or casting vote. Any two Directors or the Chair may, and the Directors on the requisition of any two Directors or the Chair shall, at any time summon a meeting of the Directors. Notice shall be given to all Directors in writing at least three clear days before the meeting is to take place, except that it shall not be necessary to give notice of a meeting of the Directors to any Director for the time being absent from the United Kingdom. Those Directors entitled to receive notice of the meeting may agree in writing to dispense with the notice period for the holding of meetings. The quorum necessary for the transaction of the business of the Directors shall be three Directors.

48. If there is no Chair, or if at any meeting the Chair is not present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chair of the meeting

49. A meeting of the 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 Charity for the time being vested in the Directors generally.

50. Any of the Directors can take part in a meeting of the Directors by way of a video conference, telephone or other electronic means by which each participant can communicate with the others. Taking part in this way will be treated as being present at the meeting. Meetings will be treated as taking place where the largest group of the participants are or, if there is no such group, where the Chair of the meeting is, unless the Directors decide otherwise.

51. The Directors may delegate any of their powers to committees consisting of such Directors as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors. All acts and proceedings of such committees shall be reported as soon as is reasonably practicable to the full body of Directors.

52. A committee may elect a Chair of its meetings; if no such Chair is elected, or if at any meeting the Chair is not present within five minutes after the time appointed for holding the same, the committee members present may choose one of their number to be Chair of the meeting.

53. A 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 the case of an equality of votes the Chair shall have a second or casting vote.

54. All acts done by any meeting of the Directors or of a committee of Directors, or by any

person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment 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 and was qualified to be a Director.

55. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.

OFFICERS

56. Chair: The Chair shall be entitled to chair General Meetings of the Charity and meetings of the Directors.

57. The Charity in General Meeting shall have power to create additional categories of Honorary Officer and to determine the relevant criteria and conditions (including whether the holders of such offices shall be elected by the Charity in General Meeting or by the Directors, whether from the Directors' own number, and for what period).

THE SEAL

58. The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by a second Director or by some other person appointed by the Directors for the purpose.

ACCOUNTS AND DIRECTORS' REPORT

59. The Directors shall cause proper books of account to be kept in accordance with the provisions of s 221 of the Act with respect to:

- (a) all sums of money received and expended by the Charity and the matters in respect of which the receipt and expenditure takes place;
- (b) the assets and liabilities of the Charity; and
- (c) all those matters required by the Act to be shown in the Accounts of the Charity.

60. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Charity's affairs and to explain its transactions.

61. The books of account shall be kept at the registered office of the Charity, or, subject to s 222 of the Act, at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.

AUDIT

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

NOTICES

63. (a) Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Directors or any of their committees which may be given in such manner as the Directors decide) shall be in writing to the Address for the time being notified for that purpose to the person giving the notice.

(b) The Charity may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at their Address or by leaving it at that Address or by giving it in electronic form to an Address for the time being notified to the Charity by the Member.

(c) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic form was sent shall be conclusive evidence where the Charity can show that it was properly addressed and sent in accordance with section 1147 Companies Act 2006. A notice shall be deemed to be given at the expiry of 24 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic form, at the expiry of 24 hours after the time it was sent.

64. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:

- (a) every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Charity an address within the United Kingdom for the giving of notice to them; and
- (b) the auditors for the time being of the Charity.

65. No other person shall be entitled to receive notices of General Meetings.

DISSOLUTION

66. Clause 8 of the Memorandum of Association of the Charity shall have effect as if its provisions were repeated here.

INDEMNITY

67. Every Member of the Charity, Director, agent, Auditor and other officer for the time being of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under s 727 of the Act in which relief is granted to him by the Court.

INDEMNITY INSURANCE

68. The Directors shall have power to effect indemnity insurance as permitted by Clause 5(f) of the Memorandum of Association notwithstanding their interest in such a policy.

ANNEX

THE COMPANIES ACT 1985

**Company limited by Guarantee
and not having a Share Capital**

MEMORANDUM OF ASSOCIATION OF WHITEHALL AND INDUSTRY GROUP

1. Name

The name of the company is The Whitehall and Industry Group (the ‘Charity’).

2. Registered Office

The registered office of the Charity will be situated in England.

Objects

The object for which the Charity is established is to promote for the public benefit:

- (a) the efficient public administration of government and public service, by means of the provision for public servants, including civil servants, members of the diplomatic service, staff of local authorities and employees of other publicly funded bodies (including nationalised industries and the Bank of England) of programmes of study, research, education and training about the organisation and practice of industry and commerce and the voluntary sector in the United Kingdom and European Union;
- (b) industry and commerce, by improving in industry and commerce the understanding of the organisation and practice of the administration of government and of the voluntary sector both in the United Kingdom and European Union, by means of programmes of study, research, education and training; and

- (c) to promote for the public benefit the efficient public administration of government and public service by improving in the voluntary sector the understanding of the organisation and practice of the administration of government and of industry and commerce both in the United Kingdom and European Union, by means of programmes of study, research, education and training.

4. **Powers**

In furtherance of these objects, but not further or otherwise, the Charity shall have the following powers:

- (a) to sponsor or organise residential or other courses of study or instruction, training programmes, seminars, conferences, meetings and projects and to provide accommodation, food, drink and other amenities (either free of charge or on such terms as may be thought fit) to persons attending such courses, programmes, seminars, conferences or meetings provided that the Charity shall not engage in permanent trading in providing such accommodation, food, drink and amenities as aforesaid;
- (b) to promote and facilitate in any part of the world, the study by groups composed of United Kingdom public servants, including civil servants, members of the diplomatic service, staff of local authorities and employees of other publicly funded bodies, including nationalised industries, or public servants of the European Commission or of persons who work, or have worked, in industry or commerce, or in the voluntary sector, or in government in the United Kingdom or elsewhere (together with or without other or another persons or person) of sociological, economic, scientific, cultural, industrial, commercial, technological or other problems and questions which from time to time affect or may affect the United Kingdom, or a section or sections of the community in the United Kingdom, and with which the members of such groups shall be concerned, or in which they shall be experienced by reason of their training, or occupation or other activities or interests;
- (c) to organise, and take part in organising, and to give financial or other support to investigations and enquiries in any part of the world into such problems and

questions as are hereinbefore referred to or into any facts or matters relevant to any such problems or questions;

- (d) to establish fellowships, scholarships, prizes and promote research;
- (e) to remunerate and/or to make grants by way of payments to, or contributions towards, the reasonable and proper expenses (including travelling expenses and 'loss of earnings') of persons (other than the Directors) being instructors and teachers and other persons helping to carry on or to carry out or persons desirous of taking part in or advantage of the work or any part or aspect of the work of or the courses of study or instruction or the conferences promoted by the Charity or of the facilities provided by the Charity;
- (f) to provide for the study of, and research into, matters of government or of civil, commercial, industrial or other public organisations and the publication of the useful results of all such study and research;
- (g) to purchase, lease, hire or otherwise acquire and to sell, let, mortgage, dispose of, turn to account and (subject to such consents as may be required by law from time to time) manage and otherwise deal with real and personal property, assets, rights and effects of the Charity or any part of them which the Directors may think necessary or convenient for the promotion of any of the purposes of the Charity;
- (h) to construct, maintain, improve or alter any buildings or works (so far as necessary for carrying out the purposes of the Charity) on land owned or occupied by the Charity;
- (i) to pay and discharge any rent, rates, taxes, costs of insurance, improvements, repairs or other outgoings payable from time to time in respect of any property of the Charity and to pay and discharge all expenses incurred in the exercise of any powers conferred upon the Charity and any legal or other administrative expenses payable from time to time in connection with the Charity or with any property held by the Charity;

- (j) subject to such consents as may be required by law, from time to time to borrow or raise money and to execute and issue security as the Charity shall think fit including mortgages, charges or securities over the whole or any part of its assets, present or future;
- (k) to appeal for, and accept donations, subscriptions, covenants, sponsorships and legacies to be held for the purposes of the Charity or any of them provided that the Charity shall not undertake any permanent trading activities in raising funds for its charitable objects;
- (l) to delegate to any person who is, in the opinion of the Charity qualified for that purpose, the management of any land owned or occupied by the Charity provided that such person shall give to the Charity a full and prompt account of such activities concerning the assets;
- (m) to invest the monies held by the Charity beneficially or in the capacity of trustee not immediately required for its purposes or the purposes of any trusts of which it is the trustee in, or on such investments, securities or property of any nature and in any part of the world, and whether involving liabilities or producing income or not, as the Charity may from time to time determine, subject to such consents (if any) as may for the time being be imposed or required by law and subject also as provided below;
- (n) to delegate, upon such terms and with such remuneration as may be thought fit, to professional investment managers (hereinafter called the "Managers") the exercise of the power contained in the foregoing clause 4.13 of this deed provided always that:
 - (i) the Managers shall be persons who are entitled to carry on investment business under the provisions of the Financial Services Act 1986;

- (ii) the Charity shall authorise the Managers to exercise such delegated power as aforesaid only within clear investment policy guidelines laid down from time to time by the Charity and the Directors shall use their best endeavours to ensure that those guidelines are observed;
 - (iii) the Managers shall be under a duty to report promptly to the Charity any exercise of the power delegated as aforesaid and to report all transactions at least within 14 days and to report on performance of any investments managed by them at least every three months;
 - (iv) the Charity shall at all times be free forthwith to review, alter or determine such delegation and the terms thereof;
 - (v) the Charity shall review such delegation at intervals not (in the absence of special reasons) exceeding 12 months, but so that any failure by the Charity to undertake such review within the said period of 12 months shall not invalidate the delegation;
 - (vi) the Directors shall be liable for any failure to take reasonable care in choosing the Managers, fixing or enforcing the terms upon which the Managers are employed, requiring the remedying of any breaches of those terms or otherwise supervising the Managers but otherwise shall not be liable for the acts and defaults of the Managers;
- (o) to employ any person, firm or company to manage or assist in managing the Charity's assets upon such reasonable terms as the Directors may think fit and to pay a secretary and other such officials or staff as the Directors may, in their discretion from time to time determine, and to enter into agreements and to fix such reasonable salaries as the Directors may deem proper and to enter into any service agreements which they shall consider to be necessary, including power to determine any such employment upon such terms as the Directors may decide and to make all reasonable and necessary provisions for the payment of pensions and superannuation to or on behalf of employees and their widows or widowers and dependants;

- (p) to apply capital or income in insuring any buildings or other property to their full value;
- (q) to do all such lawful acts or things as shall further the attainment of the objects of the Charity and, so far as may be necessary, to do such acts or things in collaboration with any person, body, institution, authority or otherwise (whether in the United Kingdom or elsewhere), provided that no part of the Charity's assets shall be used or applied for a non-charitable purpose;
- (r) when making grants of any funds to any charitable organisation or charitable institution, to accept as a good discharge in respect of any such funds the receipt of the treasurer, secretary or other authorised officer for the time being of such charitable organisation or charitable institution;
- (s) to vest any property held by the Charity beneficially or in the capacity of trustee in any corporation or any other person or persons as nominee or nominees for the charity;
- (t) to make contributions as the Charity may think fit or otherwise to assist (and whether out of capital or income) towards the objects or expenses of any charitable trust, institution or body having objects similar to the Charity's objects;
- (u) to act as trustees and undertake and execute any charitable trusts;
- (v) to establish, promote or assist, by way of contribution or otherwise, any charitable organisations or any organisation (wherever established) which, although not registered as a charity in England and Wales, has objects which would be recognised as charitable in England and Wales and to purchase, acquire or undertake all or any of the property, liabilities and engagements of such organisations provided that none of the funds of the Charity shall be used or applied for a non-charitable purpose;

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- (w) to lend money and extend credit and to take security for such loans or credit and to guarantee, become or give security for the performance of contracts by any person, firm or company as may be necessary for the furtherance of the objects of the Charity;
- (x) to draw, accept, endorse, issue or execute promissory notes, bills of exchange, bills of lading, warrants and other negotiable, transferable, or mercantile instruments and to operate bank accounts;
- (y) to payout of the funds of the Charity the costs of forming and registering the Charity;
- (z) to do all such other lawful things as shall further the attainment of the objects of the Charity;

Provided that

- (i) in case the Charity shall take or hold any property which may be subject to any trust, the Charity shall only deal with or invest the same in such a manner as allowed by law, having regard to such trusts;
- (ii) the Charity's objects shall not extend to the regulation of relations between employees or organisations of employees and employers or organisations of employers;
- (iii) in case the Charity shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Charity shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Directors and Members of the Charity shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property, in the same manner and to the same extent as they would have been if no incorporation had been effected and the incorporation of the Charity shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Directors and members of the Charity, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Charity were not incorporated.

5. **Application of assets**

The income and property of the Charity shall be applied solely towards the promotion of its objects as set out in this Memorandum of Association and, save as set out below, no portion shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Charity and no Director shall be appointed to any office of the Charity paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Charity, provided that nothing in this Memorandum shall prevent any payment in good faith by the Charity:

- (a) of such reasonable and proper remuneration to any Member, officer or employee (whether or not a Director, but if a Director then subject to paragraphs (a)-(c) below) as is commensurate with the position occupied by the recipient and is payable in return for services actually rendered by the recipient to the Charity, provided that if the recipient shall be a Director such remuneration shall only be payable if:
 - (i) the Directors *agree that it is* reasonable and *necessary in the interests of* the Charity for the recipient to be remunerated;
 - (ii) the recipient does not attend any meeting of the Directors or participate in any vote or discussion of the Directors relating to his employment or remuneration or other term or condition of such employment or contract for services; and
 - (iii) there is not at any time a majority of Directors who are remunerated under the terms of this sub-clause;
- (b) of reasonable and proper remuneration to any Director, being a solicitor or other person engaged in any profession, who shall be entitled to charge and be paid all usual professional or other charges for work done by the Director or the Director's firm when instructed by the Directors so to act in a professional capacity on behalf of the Charity;
- (c) of interest on money lent by any Member of the Charity or Director at a reasonable and proper rate;
- (d) of reasonable out-of-pocket expenses to any Director;
- (e) to a company of which a Director may be a member holding not more than one hundredth part of the capital of such company;

- (f) of the payment of any premium in respect of any indemnity insurance to cover the liability of the Directors and any other officers of the Charity and its employees and voluntary workers (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 of 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 Director or other officer of the Charity seeking to be indemnified knew to be a breach of trust or breach of duty or which was committed by him in reckless disregard of whether it was a breach of trust or a breach of duty or not.

6. Limited Liability

The liability of the Members is limited.

7. Member's Guarantee

Every Member of the Charity undertakes to contribute to the assets of the Charity in the event of its being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Charity contracted before the Member ceases to be a Member and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves such amount as may be required, not exceeding in the case of any Member the sum of £1.

8. Application of assets on winding up

If upon the winding up or dissolution of the Charity there remains after satisfaction of its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the Members but shall be given or transferred to some other organisation established for charitable purposes only which shall prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Charity by Clause 5 above, such organisation to be determined by the Members of the Charity at or before the time of dissolution and, if and so far as effect cannot be given to this provision, then to some charitable object.

We, the persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association

NAMES AND ADDRESSES OF SUBSCRIBERS

John Sacher
31 Blomfield Road London
W9 1AA

Brian Michael Fox 140 Osborne Road Hornchurch Essex
RM11 1HG

WITNESS to the above signatures:

Signature: _____

Name: _____

Address: _____