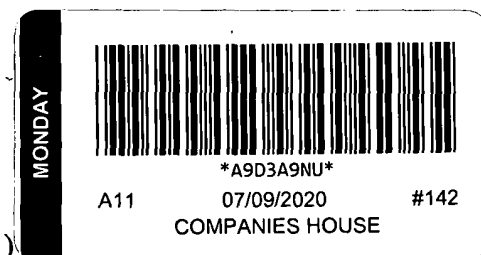


THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF THE
WINNING H M LIMITED
(FORMERLY THE LEADERSHIP TRUST FOUNDATION)



INTERPRETATION

1 In these Articles and the Memorandum.

"the Act"	means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force,
"the Articles"	means these Articles of Association of the Company;
"the Board"	means the board of directors of the Company,
"the Company"	means the above-named company,
"Company Members"	means the members of the Company having the right to vote at General Meetings,
"clear days"	in relation to the period of a notice means the 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,
"executed"	includes any mode of execution,
"material benefit"	means a benefit which may not be financial but which has a monetary value,
"Members"	means all the individuals and organisations admitted to membership (of any class or category) of the Company whether entitled to vote at General Meetings or not,

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF THE
OF WINNING H M LIMITED
LEADERSHIP TRUST FOUNDATION
(FORMERLY THE)

INTERPRETATION

1 In these Articles and the Memorandum.

"the Act"	means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force,
"the Articles"	means these Articles of Association of the Company;
"the Board"	means the board of directors of the Company,
"the Company"	means the above-named company,
"Company Members"	means the members of the Company having the right to vote at General Meetings,
"clear days"	in relation to the period of a notice means the 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,
"executed"	includes any mode of execution,
"material benefit"	means a benefit which may not be financial but which has a monetary value,
"Members"	means all the individuals and organisations admitted to membership (of any class or category) of the Company whether entitled to vote at General Meetings or not,

"the Memorandum"	means the Memorandum of Association of the Company,
"month"	means a calendar month,
"Office"	means the registered office of the Company,
"person connected to a Trustee"	means (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee, (b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a), (c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b), (d) an institution which is controlled by a Trustee or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together), (e) a body corporate in which a Trustee or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest),
"these presents"	means the Articles and the regulations of the Company from time to time in force,
"the seal"	means the common seal of the Company if it has one,
"Secretary"	means the company secretary of the Company or any other person appointed to perform the duties of the company secretary of the Company,
"Trustee"	means a member of the Board,
"the United Kingdom"	means Great Britain and Northern Ireland

Words importing the singular number only shall include the plural number and visa versa, words importing the one gender shall include all genders and words importing persons shall include corporations

Subject to the preceding provisions of this Article and unless the context requires otherwise, words or expressions defined in the Act (but excluding any statutory modification thereof not in force on the date on which these Articles become binding on the Company) shall bear the same meaning in the Articles

NAME

- 2 The Company's name is the Leadership Trust Foundation (and in this document it is called "the Company")

OBJECTS

- 3 The object for which the Company is established are -
- (1) to advance education and research in the fields of management and leadership and the training of effective managers and leaders,
 - (2) to advance the education of the public in particular in their knowledge and understanding of the principles of effective leadership, and
 - (3) to advance the education of the public and in particular to encourage and support individuals who are or wish to be in positions of leadership to learn about and develop leadership skills

POWERS

- 4 In furtherance of the objects set out above but not otherwise the Company may exercise the following powers -
- (1) to award prizes, scholarships, bursaries and travel fellowships,
 - (2) to make grants and loans whether out of income or capital and upon such terms and conditions (if any) as to interest, repayment, security or otherwise and to guarantee money or to use the assets of the Company as security for the performance of contracts entered into by any person, association, company, local authority, administrative or governmental agency or public body as may be thought fit for or towards charitable purposes in any way connected with or calculated to further the objects of the Company,
 - (3) to establish and run a centre of learning and research and to provide and run all necessary facilities for the staff and student of the centre including but not limited to teaching, accommodation, catering and recreational facilities,
 - (4) to produce, publish and distribute (whether gratuitously or not) or to make grants towards the cost of others producing, publishing or distributing material in any form including books, pamphlets, reports, journals, films, tapes, video tapes or programmes that may be deemed desirable for the promotion of the objects of the Company or for the purpose of informing contributors and others of the needs or progress of the Company,

-
-
-
- (5) to organise or make grants towards the cost of others organising meetings, lectures, conferences, broadcasts or courses of instruction,
 - (6) to provide or procure the provision of counselling and guidance in furtherance of the objects of the Company or any of them,
 - (7) to carry out trade insofar as either (a) the trade is exercised in the course of carrying out the primary objects of the Company or (b) the trade is temporary and ancillary to the carrying out of the objects of the Company,
 - (8) to buy, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights, privileges or undertakings which the Company may think necessary for the promotion of its objects,
 - (9) to maintain, manage, construct, refurbish and alter any buildings or erections and to equip and fit out any property and building for use,
 - (10) subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company,
 - (11) to employ, engage or retain the services of such persons as may be necessary or desirable for the attainment of the objects of the Company on such terms as may be thought fit and to make all reasonable provisions for the payment of pensions and superannuation to employees, their families and other dependents,
 - (12) to accept any gifts, endowments, legacies, bequests, devises, subscriptions, grants, loans or contributions of any other kind of money or property of any kind including contributions subject to special trusts or conditions Provided that in relation to any contributions subject to any special trusts or conditions the Company shall hold and apply the same in accordance with the trusts and conditions on which they were transferred and shall only deal with or invest the same in such manner allowed by law, having regard to such trusts,
 - (13) to raise funds for the Company by personal or written appeals (whether periodical or occasional), public meetings or otherwise as may from time to time be deemed expedient Provided that in raising funds the Company shall not undertake or carry out any trading activities unless authorised by these Articles or by law to do so,
 - (14) to operate bank accounts in the name of the Company and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments,

-
- (15) subject to such consents as may be required by law to borrow or raise money for the purposes of the Company on such terms and on such security (if any) as may be thought fit,
- (16) to invest any moneys of the Company not immediately required for its purposes in or upon such investments, securities or property of any other kind and situated anywhere in the world whether involving liabilities or producing income or not 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,
- (17) to delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment provided always that -
- (a) the Managers shall be authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000,
 - (b) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Company,
 - (c) the Managers shall be under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report every transaction carried out by the Managers to the Company within 14 days and to report regularly on the performance of investments managed by them,
 - (d) the Company shall be entitled at any time to review, alter or terminate the delegation of the terms thereof,
 - (e) the Company shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Company to undertake such reviews within the period of 12 months shall not invalidate the delegation,
 - (f) the Company 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 remedy of any breaches of those terms and otherwise supervising the Managers but otherwise shall not be liable for any acts and defaults of the Managers,
- (18) to permit any investments belonging to the Company to be held in the name of any bank or company as nominee for the Company and

to pay any such nominee reasonable and proper remuneration for acting as such,

- (19) to establish charitable trusts for any particular purposes of the Company, to act as trustees of any such special charitable trust whether established by the Company or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Company and may be conducive to its objects;
- (20) to promote, establish, manage, finance and support or aid in the establishment, promotion, management, finance and support of any charitable companies, associations or institutions in any way connected with the purposes of the Company or calculated to further its objects,
- (21) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects of the Company or similar charitable purposes and to exchange information and advice with them,
- (22) to pay out of the funds of the Company the cost of any premium in respect of any insurance or indemnity to cover liability of the Board or any Trustee which by virtue of any rule of law would otherwise attach to them, in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company provided that any such insurance or indemnity shall not extend to any claim arising from criminal or wilful or deliberate neglect or default on the part of the Board (or any Trustee) and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as trustees of the Company,
- (23) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company,
- (24) to establish or acquire subsidiary companies and to act as agent for the same,
- (25) to do all such other lawful things as shall further the attainment of the objects of the Company or any of them

THE BOARD

- 5 The number of Trustees shall be not less than three but (unless otherwise determined by Ordinary Resolution) shall not be subject to any maximum
- 6 The Trustees shall be the subscribers to the Memorandum, who shall be deemed to have been appointed under the Articles Future members of the

Board (who shall be Members) shall be appointed as provided subsequently in the Articles

- 7 Except to the extent permitted by Article 28, no member of the Board shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Company is a party
- 8 The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board (or its committees or sub-committees) or General Meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration

POWERS OF THE BOARD

- 9 Subject to the provisions of the Act and the Articles and to any directions given by Special Resolution, the business of the Company shall be managed by the Board who may exercise all the powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company and are not by statute or by these presents required to be exercised by the Company in General Meeting No alteration to the Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all the powers exercisable by the Board
- 10 The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine
- 11 The Board shall have power from time to time to make such regulations as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and the affairs thereof, as to prescribing classes of and conditions of membership and the rights and privileges of Members, as to the duties of any officers or servants of the Company; as to the conduct of the business of the Company by the Board or any committee or sub-committee and as to any of the matters or things within the power or under the control of the Board provided that the same shall not be inconsistent with the Articles
- 12 The Board and the Company in General Meeting shall have power to repeal or alter or add to any regulations and the Board shall adopt such means as they think sufficient to bring to the notice of Members all such regulations which shall be binding on Members

APPOINTMENT AND RETIREMENT OF TRUSTEES

- 13 New Trustees shall be appointed by the Board.
14. No person shall be appointed or reappointed a Trustee
- (1) unless he has attained the age of 18 years,
 - (2) in circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Article 18
15. Subject as aforesaid, the Board may from time to time increase or reduce the number of Trustees and may make the appointments necessary for effecting any such increase
- 16 The Board may appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee provided that the appointment does not cause the number of Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of Trustees
- 17 Subject as aforesaid, a Trustee who retires may, if willing to act, be reappointed

DISQUALIFICATION AND REMOVAL OF TRUSTEES

- 18 A Trustee shall cease to hold office if he -
- (1) ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision) or is otherwise prohibited by law from being a Trustee,
 - (2) becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs,
 - (3) resigns his office by notice to the Company (but only if at least two Trustees will remain in office when the notice of resignation is to take effect); or
 - (4) is absent without the permission of the Board from all their meetings held within a period of six months and the Board resolve that his office be vacated
- 19 In addition and without prejudice to the provisions of Sections 168 and 169 of the Act, the Company may by Extraordinary Resolution remove any Trustee before the expiration of his period of office and may by an Ordinary Resolution appoint another qualified Member in his stead but any person so

appointed shall retain his office so long only as the Trustee in whose place he is appointed would have held the same if he had not been removed

PROCEEDINGS OF THE BOARD

- 20 Subject to the provisions of the Articles, the Board may meet together for the despatch of business, adjourn and otherwise regulate their proceedings as they think fit. Two trustees may and the Secretary at the request of two Trustees shall call a meeting of the Board. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote.
- 21 The quorum for the transaction of the business of the Board may be fixed by the Board but shall not be less than one third of their number or two whichever is the greater.
- 22 The Board may act notwithstanding any vacancies but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees may act only for the purpose of filling vacancies or of calling a General Meeting.
- 23 The Board shall from time to time elect a Chairman of their meetings and may at any time remove him from that office. Unless he is unwilling to do so, the Trustee so appointed shall preside at every meeting of Board at which he is present. But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be Chairman of the meeting.
- 24 The Board may delegate any of its owners or the implementation of any of its resolutions to any committee provided that -
- (1) the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number),
 - (2) the composition of any such committee shall be entirely in the discretion of the Board and may comprise such of their number (if any) as the resolution may specify,
 - (3) the deliberations of any such committee shall be reported regularly to the Board and any resolution passed or decision taken by any such committee shall be reported forthwith to the Board and for that purpose every committee shall appoint a secretary,
 - (4) all delegations under this Article shall be recoverable at any time,

-
- (5) the Board may make such regulations and impose such terms of conditions and give such mandates to any such committee as it may from time to time think fit,
- (6) for the avoidance of doubt, the Board may delegate all financial matters to any committee and shall be empowered to resolve upon the operation of any bank account according to such mandate as it shall think fit from time to time provided that the signature of at least one Trustee shall be required
- 25 All acts done by a meeting of the Board, or a committee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or member of the committee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee or a member of the committee (as the case may be) and had been entitled to vote
- 26 A resolution in writing, circulated to all the Trustees or members of any committee who would have been eligible to vote on the matter at a meeting of the Trustees of committee and approved by a simple majority of them, shall be as valid and effective as if it had been passed at a meeting of the Board or (as the case may be) such committee duly convened and held and for this purpose
- (1) the number of Trustees who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Trustees or (as the case may be) such committee, and
- (2) the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 27 Trustees and members of any committee may participate in or hold a meeting of the Board or any committee (as the case may be) by means of conference telephone or similar communications equipment so that all persons participating in the meeting can hear each other. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes as that of a meeting of the Board or a committee (as the case may be) duly convened and held with such persons physically present

BENEFITS TO TRUSTEES

- 28 The income and property of the Company shall be applied solely towards the promotion of the objects as set forth in these Articles of Association and no part shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Company and no Trustee (as defined in the Articles of Association of the Company) shall 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 in this document shall prevent any payment in good faith by the Company

- (1) of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf Provided that at no time shall a majority of the Board benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion,
- (2) of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant who is not a Trustee,
- (3) of interest on money lent by any member of the Company or Trustee at a reasonable and proper rate per annum not exceeding two per cent less than the published base lending rate of a clearing bank to be selected by the Trustees or three per cent whichever is greater,
- (4) of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company,
- (5) of reasonable and proper rent for premises demised or let by any member of the Company or a Trustee,
- (6) to any Trustee of reasonable out-of-pocket expenses,
- (7) of reasonable and proper premiums in respect of Trustee Indemnity Insurance, effected in accordance with Article 4(22) above

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

- (1) declare an interest before discussion begins on the matter,
- (2) withdraw from the meeting for that item unless expressly invited to remain in order to provide information,
- (3) not be counted in the quorum for that part of the meeting,
- (4) withdraw during the vote and have no vote on the matter.

30 If a conflict of interests arises for a Trustee because of a duty or loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in these Articles, the unconflicted Trustees may authorise such a conflict of interests provided that

-
- (1) the procedure in Article 29 is followed,
 - (2) authorisation will not result in any direct or indirect material benefit being conferred on any Trustee or any person connected to a Trustee, and
 - (3) the unconflicted Trustees consider it is in the best interests of the Company to authorise the conflict of interest in the circumstances applying

MEMBERSHIP OF THE COMPANY

- 31 The number of Company Members with which the Company proposes to be registered is unlimited
- 32 The Company Members shall be the Trustees from time to time
- 33 The Company may from time to time resolve upon the creation of other classes of members of the Company (including honorary members) provided that the rights of such other classes of members do not extend to voting at General Meetings. Such categories of membership may be under whatever title or nomenclature the resolution may specify and may bestow upon the persons concerned such rights, privileges, duties and obligations (except the right to vote at General Meetings) as may be specified in the resolution
- 34 Except in respect of the subscribers to the Memorandum, every application for membership shall be in writing signed by or on behalf of the applicant in such form as the Board may from time to time determine
- 35 The Board shall admit to membership such persons or organisations as it shall think fit and the Board may from time to time prescribe (and vary) criteria for membership. The Board shall not be obliged to give reasons for refusing to accept any person as a Member
- 36 The Board may in its discretion levy subscriptions on all or any classes of Members at such rates as it shall determine and may levy subscriptions at different rates for different categories of Members including Members of the same class
- 37 Membership shall not be transferable and a Member shall cease to be a Member -
 - (1) in the case of an individual, on death,
 - (2) if by notice in writing to the Secretary the Member resigns. The Member is deemed to have resigned when the letter of resignation is received at the Office,
 - (3) by unanimous vote of the Board or, if there shall be more than six Trustees, by resolution of the Board passed by a majority of not less

than 3/4ths of the Trustees present and voting at the meeting of the Board convened for the purpose. A resolution to terminate a Member's membership of the Company shall not be passed unless the Member has been given not less than 14 days' notice in writing of the meeting of the Board at which the matter is to be considered and has been afforded a reasonable opportunity of being heard by or of making a written representation to the Board prior to the Board voting the resolution,

- (4) if any subscription or other sum payable by the Member is not paid on the due date and remains unpaid one month after notice served on the Member on behalf of the Board informing him that he will be removed from the membership if it is not paid. The Board may readmit to membership of the Company any person removed on this ground on his paying such part of the sum due as the Board may determine,
- (5) if he or she ceases to be a Trustee

PATRONS

- 38 The Board may in its discretion appoint any person to be a Patron of the Company (and remove any Patron) on such terms as they shall think fit.
- 39 A Patron shall have the right to attend and speak (but not vote) at any General Meeting of the Company and to be given notice of General Meetings as if a Company Member and shall also have the right to receive accounts of the Company when available to Company Members

GENERAL MEETINGS

- 40 A General Meeting may be called at any time by the Board and must be called on a written request from at least 10% of the Company Members or, if more than twelve months have passed since the Company last held a General Meeting, from 5% of the Company Members. On receipt of such a written request, the Board must call a General Meeting within 21 days and the General Meeting must be held not more than 28 days after the date of the notice calling the General Meeting
- 41 General Meetings shall be held at such times and places as the Board shall determine.
- 42 If there are not within the United Kingdom sufficient Trustees to convene a General Meeting, any Trustee or any Company Member may convene a General Meeting

NOTICE OF GENERAL MEETINGS

- 43 General Meetings shall be called by at least 14 clear days' notice but may be called by shorter notice if it is so agreed by a majority in number of Company

Members having a right to attend and vote at such a meeting, being a majority together holding not less than 90 percent of the total voting rights at that meeting of all the Company Members

- 44 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted. The notice shall be given to all Company Members, Trustees, Patrons and the Auditors

PROCEEDINGS AT GENERAL MEETINGS

- 45 No business shall be transacted at any General Meeting unless a quorum is present. Three persons entitled to vote upon the business to be transacted, each being a Company Member or a duly authorised representative of a Company Member organisation, or one tenth of the total number of such persons for the time being, whichever is the greater, shall constitute a quorum.
- 46 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine.
- 47 The Chairman, if any, of the Board or in his absence some other Trustee nominated by the Board shall preside as chairman of the meeting, but if neither the Chairman nor such Trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be chairman and, if there is only one Trustee present and willing to act, he shall be chairman.
- 48 If no Trustee is willing to act as chairman, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman.
- 49 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 from place to place, but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 50 A resolution put to the vote of a meeting shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded

(1) by the chairman, or

-
- (2) by at least two Company Members present in person or by proxy, or
- (3) by a Company Member or Company Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Company Members having the right to vote at the meeting
- 51 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution
- 52 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made
- 53 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded
- 54 A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the results of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made
- 55 Subject to Articles 56 and 57 a resolution in writing agreed by the Appropriate Majority of the Members who would have been entitled to vote upon it had it been proposed at a General Meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Member and the Appropriate Majority of Members has signified its agreement to the resolution in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more Members have signified their agreement
- 56 In Article 55, the "Appropriate Majority" is
- (1) in the case of an ordinary resolution, a simple majority of the Members,
- (2) in the case of a special resolution, 75% or more of the Members

57 The following may not be passed as a written resolution

- (1) a resolution to remove a Trustee before his period of office expires,
and
- (2) a resolution to remove an auditor before his period of office expires

VOTES OF COMPANY MEMBERS

58 Every Company Member shall have one vote

59 No Company Member shall debate or vote on any matter in which he is personally interested without the permission of the majority of the persons present and voting

60 Any organisation which is a Company Member may by resolution of its Council or other governing body authorise such individuals as it thinks fit to act as its representative at any meeting of the Company, and the individual so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as the organisation could exercise if it were an individual Company Member of the Company. An instrument appointing such individual shall be in the following form or as near to it as circumstances will admit, or in any other form which is usual or which the Board may approve -

THE LEADERSHIP TRUST FOUNDATION

We [name of organisation] being a member of the above-named company hereby appoint

[name and address of representative] or failing him/her,

[name and address of substitute] to vote on our behalf at the General Meeting of the above-named Company to be held on the
day of and any adjournment
thereof

Signed [name] this day of

61 Any Company Member of the Company entitled to attend and vote at any meeting of the Company shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote (by show of hands or poll) instead of him

62 The instrument appointing a proxy shall be in writing signed by the Appointor or his attorney duly authorised in writing and shall be in the following form or as near to it as circumstances admit, or in any other form which is usual or which the Board may approve

THE LEADERSHIP TRUST FOUNDATION

I [Company Member's name and address] being a Company member of the above-named company hereby appoint

[name and address of proxy holder] or failing him/her,

[name and address of substitute] as my/our proxy to vote on my/our behalf at the General Meeting of the Company to be held on the day of and any adjournment thereof

Signed [. name.] this . . . day of

- 63 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notanally certified copy of that power or authority shall be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting not less than 36 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, before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution
- 64 An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 65 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive
- 66 A vote given or poll demanded by the duly authorised representative of a Company Member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll
- 67 A vote given or poll demanded in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation of the Company Member shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used or the poll demanded or (in the case of a poll taken otherwise and on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

OFFICERS

68. Subject to the provisions of the Act and to Article 28, the Board -
- (1) may appoint or engage a Secretary and may appoint an assistant or deputy Secretary,
 - (2) may appoint or engage a Treasurer and such other officers or servants as they shall see fit,
 - (3) may appoint one or more of their number to the unremunerated office of Managing Director or to any other unremunerated executive office under the Company
- and any such appointment or engagement may be made for the purpose of discharging such duties and upon such terms as the board determines and the Board may dismiss any officer or servant so appointed or engaged
- 69 Any appointment of a trustee to an executive office shall terminate if he ceases to be a Trustee

MINUTES

- 70 The Board shall keep minutes in books kept for the purpose
- (1) of all appointments of officers made by the Board, and
 - (2) of all proceedings at meetings of the Company and of the Board and of committees and sub-committees of the Board including the names of those present at each such meeting

THE SEAL

71. The seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee

BANK ACCOUNTS

72. Any bank account in which any part of the assets of the Company is deposited shall indicate the name of the Company. All cheques and orders for the payment of money from such account shall require two signatures at least one of which shall be that of a Trustee.

ACCOUNTS

- 73 Accounting records sufficient to show and explain the transactions and assets and liabilities of the Company and otherwise complying with the Act shall be

kept at the Office or such other place within the United Kingdom as the Board think fit

- 74 Subject to the requirements of the Act, the Company may at a General Meeting impose reasonable restrictions as to the time and manner at and in which the books and accounts of the Company may be inspected by Members and subject to those restrictions the books and accounts shall be opened to inspection by Members at all reasonable times during usual business hours

AUDIT

- 75 Auditors shall be appointed and their duties regulated in accordance with the Act except where alternative provisions for an Independent Examination may apply where the Company is a Registered Charity and the Board so resolves.

ANNUAL REPORT AND ANNUAL RETURN

- 76 The Board 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 an annual return and their transmission to the Commissioners

NOTICES

- 77 The Company may validly send or supply any document (including any notice) or information to a member

- (1) by delivering it by hand to the address recorded for the member in the register of members,
- (2) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the member in the register of members;
- (3) by fax to a fax number notified by the member in writing,
- (4) by electronic mail to an email address notified by the member in writing, or
- (5) by means of a website the address of which has been notified to the member in writing,

in accordance with these Articles

- 78 The Company may only send a document or information to a member by electronic mail

- (1) where the member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form, and

-
- (2) to the address specified for that purpose by the member
- 79 The Company may send a document or information to a member via a website if the member concerned has not responded within 28 days of the Company sending him a request asking him to agree to the Company communicating with him in that manner, provided that
- (1) the request stated clearly what the effect of failure to respond would be,
 - (2) when the request is sent to the Member, at least 12 months have passed since the Company last requested the Member to agree to receive the same or a similar type of document or information via a website,
 - (3) the document or information concerned is made available in a form which enables the recipient to read it and retain a copy of it, and
 - (4) the Company complies with the requirements of Articles 80 and 81
- 80 When sending information or a document via a website, the Company must notify each intended recipient of
- (1) the presence of the document or information on the website,
 - (2) the address of the website,
 - (3) the place on the website where it may be accessed, and
 - (4) how to access the document or information
- 81 Where information or a document is sent to members via a website in accordance with this Article, the document or information must remain on the website
- (1) in the case of notice of a general meeting, until after the general meeting has ended, and
 - (2) in all other cases, for 28 days beginning with the date on which the Company sent notification pursuant to Article 80
- 82 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- (1) 24 hours after being sent by electronic mail or fax or delivered by hand to the relevant address,
 - (2) two clear days after being sent by first class post to the relevant address,
 - (3) three clear days after being sent by second class or overseas post to the relevant address,

-
- (4) on the date on which the notice was posted on a website (or, if later, the date on which the member was notified of the posting on the website in accordance with Article 80),
- (5) on being handed to the member personally, or if earlier
- (6) as soon as the member acknowledges actual receipt
- 83 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting
84. Members may validly send any notice or document to the Company
- (1) by post to
- (a) the Company's registered office, or
- (b) any other address specified by the Company for such purposes,
- (2) to any fax number or email address provided by the Charity for such purposes

INDEMNITY

- 85 Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled every Trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company 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 in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and against all costs, charges, losses, expenses or liabilities incurred by him in the execution and discharge of his duties or in relation thereto.
- 86 The Board shall have power to resolve pursuant to Article 4(18) to effect Indemnity Insurance notwithstanding their interest in such policy

LIMITATION OF LIABILITY

- 87 The liability of the members is limited

MEMBERS' GUARANTEE

- 88 Every Company Member undertakes to contribute such amount as may be required (not exceeding £10) to the Company's assets if it should be wound up while he or she is a Company Member or within one year afterwards, for payment of the Company's debts and liabilities contracted before he or she ceases to be a Company Member, and of the costs, charges and expenses of

winding up, and for the adjustment of the rights of the contributories among themselves

WINDING-UP

- 89 If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any money or property it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charity or charities having objects similar to or including the objects of the Company, and which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Article 5 above, chosen by the Company Members at or before the time of dissolution and if that cannot be done then to some other charitable object