

THE COMPANIES ACTS 1985 TO 1989
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
THE WORDSWORTH TRUST

SATURDAY



- 1 The name of the company (hereinafter called "the Trust") is The Wordsworth Trust
- 2 The registered office of the Trust will be situated in England

Objects

- 3 The objects for which the Trust is established are:-
 - (a) to advance the education of the public in the works of the poet William Wordsworth and in particular to maintain Dove Cottage, Grasmere and its environs and to preserve and develop the Trust's permanent collections as a living memorial to him,
 - (b) to advance the public knowledge and enjoyment of the literature and culture of the Romantic Period (1750 to 1850)

Powers

- 4 In furtherance of the objects but not further or otherwise the Trust shall have the following powers -
 - (a) To maintain Dove Cottage, Grasmere,
 - (b) To purchase, acquire and maintain property in the environs of Dove Cottage,
 - (c) To publish books, pamphlets, reports, leaflets, journals, films, videos, tapes, compact disks, multi media publications and instructional matter and to organise lectures, broadcasts and courses of instruction,
 - (d) To purchase, take on lease or in exchange, hire or otherwise acquire any real and personal estate which may be necessary or desirable for any of the purposes of the Trust,
 - (e) Subject to such consents as may be required by law, to sell, lease, mortgage, exchange, dispose of or otherwise deal with, and turn to account, all or any part of the property of the Trust with a view to the promotion of its objects,

- (f) Subject to such consents as may be required by law, to borrow or raise money for the purposes of the Trust on such terms and on such security as may be thought fit including making reasonable charges for any services provided hereunder (whether to beneficiaries or not);
- (g) To raise funds and to invite and receive contributions from any person or persons whatever by way of subscription, donation and otherwise, provided that the Trust shall not undertake any permanent trading activities in raising funds for its charitable objects,
- (h) To carry on trade insofar as either the trade is exercised in the course of the actual carrying out of a primary object of the Trust or the trade is temporary and ancillary to the carrying out of the objects aforesaid and to incorporate any wholly owned company to carry on any such trade,
- (i) To engage or employ such persons (whether as employees, consultants, advisers or however) as may be requisite to the promotion of the objects of the Trust and on such reasonable terms and at such reasonable remuneration as the Trustees may think fit,
- (j) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants,
- (k) To establish and support or aid in the establishment and support of other charitable associations or institutions and to subscribe, lend or guarantee money for charitable purposes in any way connected with the purposes of the Trust or calculated to further its objects,
- (l) To undertake and execute any charitable trusts which may lawfully be undertaken by the Trust and may be necessary to its objects,
- (m) To invest the monies of the Trust not immediately required for its own purposes in or upon such investments, securities, or property as may be thought fit,
- (n) To receive loans at interest or otherwise from, and to lend money and give credit to, to take security for such loans or credit and to guarantee and become or give security for the performance of contracts by any person or company as may be necessary or convenient for the work of the Trust,
- (o) To draw, accept, endorse, issue or execute promissory notes, bills of exchange, bills of lading, warrants and other negotiable transferable or mercantile instruments for the purpose of or in connection with the objects of the Trust,
- (p) To establish, promote or assist charitable companies with objects similar to those of the Trust for the acquisition of the property or liabilities of the Trust or to carry on any authorised activity of the Trust or for any other charitable purpose calculated to benefit the Trust in the furtherance of its objects,

- (q) To amalgamate, merge or join in with any charity having charitable objects wholly or in part similar to those of this Trust for the purpose of better effectuating the charitable purposes,
 - (r) To purchase, acquire or undertake all or any of the property, liabilities and engagements of charitable associations, societies or bodies with which the Trust may co-operate or federate,
 - (s) To pay out of the funds of the Trust the costs of forming and registering the Trust;
 - (t) To pay out of the funds of the Trust the cost of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Trust Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not,
 - (u) To do all such other lawful things as shall further the attainment of the above objects or any of them
- 5 The income and property of the Trust from whatever source derived, shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise howsoever, by way of profit to the members of the Trust (and unless the prior written approval of the Charity Commissioners has been obtained no Trustee shall be appointed to any office of the Trust paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Trust)

PROVIDED THAT nothing herein shall prevent any payment in good faith by the Trust

- (a) of reasonable and proper remuneration to any member, officer or servant of the Trust (not being a Trustee) for any services rendered to the Trust;
- (b) of interest on money lent by any member of the Trust or any Trustee at a reasonable and proper rate per annum not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the Board,
- (c) of any reasonable and proper rent for premises demised or let by any member of the Trust or Trustee,
- (d) of fees, remuneration or other benefits in money or money's worth to a company of which a Trustee may be a member holding not more than 1/100th part of the capital of the company and
- (e) to any Trustee of reasonable and proper out of pocket expenses,

- (f) of reasonable and proper premiums in respect of Trustees Indemnity Insurance, effected in accordance with Clause 4(t) hereof,
 - (g) of the usual professional charges for business done by any member of the Trust (or 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 Trust to act in a professional capacity on its behalf. Provided that at no time shall a majority of the members of the Trust or of the Trustees benefit under this provision and that a member of the Trust or Trustee shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion,
 - (h) Of reasonable remuneration to the Chief Executive of the Trust in respect of his or her employment by the Trust notwithstanding that he or she is a Trustee, Provided That he or she shall withdraw from any meeting where his or her appointment, remuneration or other terms of employment, or the appointment, remuneration or other terms of any other employee or employees which might affect him or her is being discussed
- 6 The liability of the members is limited
- 7 Every Member of the Trust undertakes to contribute to the assets of the Trust if it is wound up during the time that he or she is a member, or within one year afterwards, for payment of the debts and liabilities of the Trust contracted before the time at which he or she 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 among themselves such amount as may be required not exceeding £1
- 8 If upon the winding-up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Trust, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Trust, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Trust under or by virtue of clause 5 hereof, such institution or institutions to be determined by the members within three months of the members' resolution passed initiating the winding-up failing which and if and in so far as effect cannot be given to such provision, then to such other charitable object as the Trustees shall resolve upon.

We the several persons whose Names, Addresses and Descriptions are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association

NAMES, ADDRESSES AND SIGNATURES OF SUBSCRIBERS

Guarantee

1 Signature:

Name	JOHN SPEDDING OBE DL	£1
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Address. Mirehouse, Keswick Cumbria CA12 4QE

Date 20 September 1997

WITNESS as to the above signature

Signature.

Name Stephen Lloyd

Address Cheapside House
138 Cheapside
London EC2V 6BB

Occupation Solicitor

2 **Signature**

Name PROFESSOR JONATHAN WORDSWORTH £1

Address St Catherine's College Oxford OX1 3UJ

Date 20 September 1997

WITNESS to the above signature

Signature

Name Stephen Lloyd

Address Cheapside House
138 Cheapside
London EC2V 6BB

Occupation Solicitor

3 Signature

Name. PROFESSOR STEPHEN GILL £1

Address. Lincoln College, Oxford OX1 3DR

Date 20 September 1997

WITNESS to the above signature

Signature

Name Stephen Lloyd

Address Cheapside House
138 Cheapside
London EC2V 6BB

Occupation Solicitor

4. Signature

Name THE RIGHT HON SIR HENRY BROOKE £1

Address The Royal Courts of Justice
Strand
London WC2A 2AL

Date 20 September 1997

WITNESS to the above signature.

Signature

Name Stephen Lloyd

Address Cheapside House
138 Cheapside
London EC2V 6BB

Occupation Solicitor

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE WORDSWORTH TRUST

(adopted by special written resolution dated 10 August 2007)

Interpretation

1 In these Articles and the Memorandum of Association

“the Act” means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force,

“the Articles” means the Articles of Trust,

“the Board” and “the Trustees” means and shall be the equivalent of and shall fulfil the functions of, respectively, the board and the directors of the Trust, as defined in the Act,

“clear days” in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

“executed” includes any mode of execution;

“office” means the registered office of the Trust,

“the seal” means the common seal of the Trust,

“Secretary” means the Secretary of the Trust or any other person appointed to perform the duties of the Secretary of the Trust, including a joint, assistant or deputy Secretary,

“the Trust” means The Wordsworth Trust,

“the United Kingdom” means Great Britain and Northern Ireland

Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Trust.

Members

- 2 The subscribers to the Memorandum of Association of the Trust and such other persons as are admitted to membership in accordance with the Articles shall be a member of the Trust. A person shall automatically become a member on being appointed a Trustee
- 3 The Board may in its absolute discretion appoint any person not being a Trustee as a member and need not give reasons for so doing. The Board may from time to time prescribe criteria for membership but shall not by so doing become obliged to accept persons fulfilling those criteria as members
- 4 Membership shall not be transferable and shall cease on death. A member shall cease to be a member
 - (a) on he or she ceasing to be a Trustee,
 - (b) on the expiry of at least seven days' notice given by him or her to the Trust of his or her intention to withdraw,
 - (c) if he/she becomes bankrupt or makes any arrangement or composition with his/her creditors generally or it goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency or has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets or a petition is presented or an order made or a resolution passed for its winding up, or
 - (d) if, at a meeting of the Board at which not less than half of the Trustees are present, a resolution is passed resolving that the member be expelled. Such a resolution shall not be passed unless the member has been given not less than fourteen clear days' notice of the fact that the resolution is to be proposed, specifying the misconduct or circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Board. If such a resolution as is referred to in this paragraph is passed, then the member shall forthwith cease to be a member

5. Royal Patron

- (a) The Trustees may by unanimous resolution appoint and remove a member of the Royal Family as the Royal Patron of the Trust and on such terms as they shall think fit
- (b) The Royal Patron be entitled to attend and speak (but not to vote) at all meetings of the Board and at any general meeting of the Trust and to be given notice thereof as if a Trustee and member and shall also have the right to receive accounts of the Trust when available to members

Patrons

- 6 The Trustees may appoint and remove any person as a patron of the Trust and on such terms as they shall think fit

Fellows

- 7 The Trustees may appoint and remove any person whom they regard as having made a significant contribution to the Trust as a Fellow

8 President

- (a) The Trustees may appoint and remove any person as a president of the Trust on such terms as they shall think fit
- (b) The president shall be entitled to attend and speak (but not to vote) at all meetings of the Board and at any general meeting of the Trust and to be given notice thereof as if a Trustee and member and shall also have the right to receive accounts of the Trust when available to members

General meetings

- 9 The Trust shall hold an annual general meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one annual general meeting of the Trust and that of the next. The annual general meeting shall be held at such times and places as the Trustees shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings
- 10 The Trustees may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustees or any member of the Trust may call a general meeting

Notice of general meetings

11. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a Trustee shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed -
- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat, and
- (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all the members

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. The notice shall be given to the Royal Patron, the members, Trustees and auditors.

Proceedings at general meetings

- 12 No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, or ten per cent of the total membership, whichever is the greater, shall be a quorum.
- 13 If such a quorum is not present within half an hour from the time appointed for the meeting, 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 Trustees 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 The chairman, if any, of the Board or in his absence some other Trustee nominated by the Trustees shall preside as chairman of the meeting, but if neither the chairman or such other 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 or she shall be chairman.
- 15 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.
- 16 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken 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.
- 17 A resolution put to the vote of a meeting shall be decided on a show of hands.
- 18 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.
19. In the case of an equality of votes, the chairman shall be entitled to a casting vote.

20. The proceedings at any meeting shall not be invalidated by reason of any accidental informality or irregularity in the convening thereof or otherwise or any want of qualification in any of the persons present or voting thereat
21. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he or she was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members

Votes for members

22. On a show of hands every member present in person shall have one vote
23. No member may vote on any matter in which he or she is personally interested, pecuniary or otherwise, or debate on such a matter without in either case the permission of the majority of the members present in person or by proxy at the meeting such permission to be given or withheld without discussion
24. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, by his or her receiver, *curator bonis* or other person authorised in that behalf appointed by that court and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable
25. 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
26. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve) -

“The Wordsworth Trust

I/We,
of

being a member/members of the above named company, hereby appoint

, of , or failing him/her,

, of , as my/our proxy to vote in my/our

name(s) and on my/our behalf at the annual/extraordinary general meeting of the company to be held on 200 , and at any adjournment thereof

Signed on 200 "

27. Where it is desired to afford members an opportunity of instructing the proxy how he or she shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve) -

"The Wordsworth Trust

I/We, , of , being a member/members
of the above named company, hereby appoint
, of , or failing him/her,
, of , as my/our proxy to vote in my/our name(s)
and on my/our behalf at the annual/extraordinary general meeting of the company to
be held on 200 , and at any adjournment thereof

This form is to be used in respect of the resolutions mentioned below as follows

Resolution No 1 *for * against

Resolution No 2 *for * against

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he/she thinks fit or abstain from voting

Signed on 200 "

28. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees shall be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Trust in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid
29. A vote given by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting unless notice of the determination was received by the Trust at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given

Number of Trustees

30. Unless otherwise determined by ordinary resolution the maximum number of Trustees shall be 15 and the minimum shall be 10

Powers of Trustees

- 31 Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Trust shall be managed by the Trustees who may exercise all the powers of the Trust. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Trustees by these Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
- 32 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Trustees shall have the following powers, namely
- (a) to expend the funds of the Trust in such manner as they shall consider the most beneficial for the achievement of the objects and to invest in the name of the Trust such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the Trust,
 - (b) to enter into contracts on behalf of the Trust,
 - (c) to establish accounts with banks or building societies and to make appropriate provision for the control of such accounts
- 33 The Trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Trust for such purposes and on such conditions as they determine
- 34. Delegation of Trustees' powers**
- (a) The Trustees may delegate any of their powers or the implementation of any of their resolutions to any committee
 - (b) The resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number)
 - (c) The composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify
 - (d) The deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported forthwith to the Trustees and for that purpose every committee shall appoint a secretary
 - (e) All delegations under this Article shall be revocable at any time

- (f) The Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as it may from time to time think fit
 - (g) For the avoidance of doubt the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee provided always that no committee shall incur expenditure on behalf of the Trust except in accordance with a budget which has been approved by the Trustees
- 35 The meetings and proceedings of any committee shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations made by the Board
- 36 **The Nominations Committee**
- (a) The Board shall establish a Nominations Committee, to be chaired by a Trustee
 - (b) The role of the Nominations Committee shall be to consider
 - (i) the composition of the Board, and in particular the Trustees' skills, experience, age and gender so as to ensure that suitable candidates for the role of Trustee are brought forward for consideration by the members,
 - (ii) the holders of the positions of Director, Chairman, Treasurer and chairman of any committee of the Board so as to ensure that appropriate and timely proposals are made to the Board concerning the succession to the holders of these offices
 - (c) In particular the Nominations Committee will
 - (i) seek candidates for the office of Trustee from a range of backgrounds,
 - (ii) establish clear procedures concerning the re-election and retirement of Trustees, and
 - (iii) develop a succession plan for Trustees and the holders of key offices
- 37 **The Development Fund**
- (a) The Board shall establish a Development Fund Committee comprising a majority of Trustees including the Chairman and the Treasurer *ex officio*. The provisions of Article 33 (c), (e) and (f) shall not apply to such committee
 - (b) The Development Fund Committee shall be responsible for the management and administration of any endowment fund created by the Trust and in

particular shall ensure that all endowment funds are placed under separate investment management from any other funds of the Trust and, where appropriate, are kept in a discrete bank account

- (c) Any part of the capital of the Development Fund may be spent with the sanction of a resolution of 75% of the Trustees present and voting at a duly convened meeting of the Board

Appointment and retirement of Trustees

- 38 At every annual general meeting one-third of the Trustees who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office. If there is only one Trustee who is subject to retirement by rotation, he or she shall retire
- 39 Subject to the provisions of the Act, the Trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last re-appointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot
- 40.
 - (a) No Trustee shall serve for more than sixteen consecutive years after which he or she must retire from office for at least one year provided that this shall not apply to a serving Chairman or Treasurer whose uninterrupted period of office as a Trustee may be extended beyond sixteen years to allow him or her to serve their term(s) as Chairman or Treasurer
 - (b) For the purposes of calculating the twelve year period referred to in Article 39 (a) it shall be deemed that the first term commenced on 5 November 1997 for all the Trustees who were either in office or who were appointed as Trustees, on that day
- 41 Subject to Article 40, if the Trust, at the meeting at which a Trustee retires by rotation, does not fill the vacancy the retiring Trustee shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the Trustee is put to the meeting and lost
- 42 No person other than a Trustee retiring by rotation shall be appointed or re-appointed a Trustee at any general meeting unless -
 - (a) he or she is recommended by the Trustees, or
 - (b) not less than fourteen nor more than thirty-five days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Trust of the intention to propose that person for appointment or re-appointment stating the particulars which would, if he or she were so appointed or re-appointed, be required to be included in the Trust's register of Trustees together with notice executed by that person of his or her willingness to be appointed or re-appointed

- 43 No person may be appointed as a Trustee
- (a) unless he or she has attained the age of 18 years, or
 - (b) in circumstances such that he or she had already been a Trustee he or she would have been disqualified from acting under the provisions of Article 48
- 44 Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a Trustee retiring by rotation at the meeting) who is recommended by the Trustees for appointment or re-appointment as a Trustee at the meeting or in respect of whom notice has been duly given to the Trust of the intention to propose him or her at the meeting for appointment or re-appointment as a Trustee The notice shall give the particulars of that person which would, if he or she were so appointed or re-appointed, be required to be included in the Trust's register of Trustees
- 45 Subject as aforesaid, the Trust may by ordinary resolution appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee and may also determine the rotation in which any additional Trustees are to retire
- 46 The Trustees 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 the number fixed by or in accordance with the Articles as the maximum number of Trustees A Trustee so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Trustees who are to retire by rotation at the meeting If not re-appointed at such annual general meeting, he or she shall vacate office at the conclusion thereof
- 47 Subject as aforesaid, a Trustee who retires at an annual general meeting may, if willing to act, be re-appointed If he or she is not re-appointed, he shall retain office until the meeting appoints someone in his or her place, or if it does not do so, until the end of the meeting

Disqualification and removal of Trustees

- 48 The office of a Trustee shall be vacated if -
- (a) he or she ceases to be a Trustee by virtue of any provision of the Act or he or she becomes prohibited by law from being a Trustee, or
 - (b) he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally, or
 - (c) he or she is, or may be, suffering from mental disorder and either -

- (i) he or she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983, or in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
- (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the appointment of a receiver, *curator bonis* or other person to exercise powers with respect to his or her property or affairs, or
- (d) he or she resigns his or her office by notice to the Trust (but only if at least two Trustees will remain in office when the notice of resignation is to take effect), or
- (e) he or she ceases to be a member

Trustees' expenses

- 49. 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, committees of Trustees or general meetings or otherwise in connection with the discharge of their duties.

Proceedings of Trustees

- 50. Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit. The Chairman or four Trustees may, and the Secretary at the request of the Chairman or four Trustees shall, call a meeting of the Trustees. Notice of every meeting of the Board stating the general particulars of all business to be considered at such meeting shall be sent by post to each Trustee at least seven clear days (excluding Saturdays, Sundays and Bank Holidays) before such meeting unless urgent circumstances require shorter notice but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice or by reason of any business being considered which is not comprised in such general particulars. 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.
- 51. The quorum for the transaction of business of the Trustees shall be five.
- 52. The continuing Trustees or a sole continuing Trustee may act notwithstanding any vacancies in their number but if and so long as the number of Trustees is less than the number fixed as a quorum the Trustees may act for the purpose of increasing the number of Trustees to that number or of summoning a general meeting of the Trust but for no other purpose.
- 53. All acts done by a meeting of Trustees, or of a committee of Trustees, or by a person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as

if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote

54 A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees shall be as valid and effectual as if it had been passed at a meeting of Trustees or (as the case may be) a committee of Trustees duly convened and held and may consist of several documents in the like form each signed by one or more Trustees

55. A meeting of the Trustees may be held either in person or by suitable electronic means agreed between the Trustees in which all participants may communicate simultaneously with all other participants

56 The Trustees shall have power to resolve pursuant to Clause 4(t) of the Memorandum of Association to effect Trustees Indemnity Insurance notwithstanding their interest in such policy

57 **Chairman**

(a) The Trustees shall appoint one of their number to be the Chairman and may at any time remove him or her from that office;

(b) The Chairman shall be eligible to serve for a maximum of three terms of four years each in that office

(c) Unless he or she is unwilling to do so, the Chairman shall preside at every meeting of the Trustees at which he or she is present But if there is no Chairman or if the Chairman 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

58 **Treasurer**

(a) The Trustees shall appoint one of their number to be the Treasurer and may at any time remove him or her from that office,

(b) The Treasurer shall be eligible to serve for a maximum of two terms of four years each in that office

Secretary

59 Subject to the provisions of the Act, the Secretary shall be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them

Regulations

60 The Board shall have power from time to time to make repeal or alter regulations as to the management of the Trust and the affairs thereof as to the duties of any officers or servants of the Trust and as to the conduct of business by the Board or any committee and as to any of the matters or things within the powers or under the control of the

Board provided that the same shall not be inconsistent with the Memorandum of Association or these Articles

Minutes

- 61 The Trustees shall cause minutes to be made in books kept for the purpose -
- (a) of all appointments of officers made by the Trustees, and
 - (b) of all proceedings at meetings of the Trust and of the Trustees and of committees of Trustees, including the names of the Trustees present at each such meeting,

and any such minute, if purported to be signed by the chairman of the meeting at which the proceedings were held, or by the chairman of the next succeeding meeting, shall, as against any member or Trustee, be sufficient evidence of the proceedings

The seal

61. The seal shall only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. 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

Accounts

62. The Trust may in general meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the Trust may be inspected by the members but subject thereto the statutory books and accounting records shall be open to inspection by the members during usual business hours

Notices

63. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing
64. The Trust may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his or her registered address, by leaving it at that address, or by facsimile or by electronic means to an address provided for that purpose or posted on a website where the recipient has been notified of such posting in a manner agreed by him or her
65. A member present, either in person or by proxy, at any meeting of the Trust shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
66. Proof that an envelope containing a notice was properly addressed, prepaid and posted or proof that an electronic communication or facsimile has been transmitted to the correct address or number shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted

Indemnity

67. 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 of the Trust shall be indemnified out of the assets of the Trust against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Trust, and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto

Winding-up

- 68 The provisions of Clauses 7 and 8 of the Memorandum of Association relating to the winding-up or dissolution of the Trust shall have effect and be observed as if the same were repeated in these Articles

NAMES, ADDRESSES AND SIGNATURES OF SUBSCRIBERS

1 Signature

Name JOHN SPEDDING OBE DL

Address Mirehouse, Keswick Cumbria CA12 4QE

Date 20 September 1997

WITNESS as to the above signature

Signature

Name Stephen Lloyd

Address Cheapside House
138 Cheapside
London EC2V 6BB

Occupation Solicitor

2 Signature.

Name PROFESSOR JONATHAN WORDSWORTH

Address St Catherine's College Oxford OX1 3UJ

Date 20 September 1997

WITNESS to the above signature

Signature

Name Stephen Lloyd

Address Cheapside House
138 Cheapside
London EC2V 6BB

Occupation Solicitor

3 Signature

Name PROFESSOR STEPHEN GILL
Address Lincoln College, Oxford OX1 3DR
Date 20 September 1997

WITNESS to the above signature

Signature

Name Stephen Lloyd
Address Cheapside House
 138 Cheapside
 London EC2V 6BB
Occupation Solicitor

4 Signature

Name THE RIGHT HON SIR HENRY BROOKE
Address The Royal Courts of Justice
 Strand
 London WC2A 2AL
Date 20 September 1997

WITNESS to the above signature

Signature

Name Stephen Lloyd
Address Cheapside House
 138 Cheapside
 London EC2V 6BB
Occupation. Solicitor