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THE COMPANIES ACTS 1985 to 1989

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

SCHOOL-HOME SUPPORT SERVICE (UK)

**(As amended by Special Resolutions on 11th January 2000
and 1st April 2003)**

BATES, WELLS & BRAITHWAITE

Cheapside House

138 Cheapside

London EC2V 6BB

Ref: JB/MG/JM/015696.1



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MEMORANDUM OF ASSOCIATION

of

SCHOOL-HOME SUPPORT SERVICE (UK)

(as amended by Special Resolutions on 11th January 2001
and 1st April 2003)

1. The name of the company ("the Charity") is School-Home Support Service (UK).
2. The registered office of the Charity will be in England and Wales.
3. **OBJECTS**
 - 3.1 To advance education and in particular by the provision of home-school support services to improve the pastoral care of pupils.
 - 3.2 To promote the efficiency and effectiveness of charities which advance education and the efficient and effective application of resources for the charitable purpose of advancing education by promoting, developing and assisting in the provision of services which contribute to the pastoral care of pupils or which foster links between home and school.
4. **POWERS**

To promote its objects but not for any other purpose the Charity may:-

 - 4.1 promote, develop, provide or assist in the provision of school and community initiatives and projects either national or local which contribute to the pastoral care of pupils in schools or which foster links between home and school;
 - 4.2 liaise and cooperate with national or local organisations including but not limited to government and government agencies, non-governmental organisations, ethnic, cultural or religious groups, voluntary groups, educational establishments and agencies, health and welfare organisations;

- 4.3 write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities;
- 4.4 promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, meetings, seminars, displays or classes;
- 4.5 provide consultancy services in fulfilment of the objects;
- 4.6 promote, encourage, carry out or commission research, surveys, studies or other work, publishing the useful results;
- 4.7 provide or procure the provision of counselling and guidance;
- 4.8 purchase, lease, hire, receive in exchange or as a gift any interest whatever in real or personal property and equip it for use;
- 4.9 subject to any consent required by law, sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property with or without payment and subject to such conditions as it may think suitable.
- 4.10 subject to any consent required by law, borrow and raise money on such terms and security as the Charity may think suitable;
- 4.11 raise funds and invite and receive contributions from any person(s) provided that the Charity shall not undertake any permanent trading activities in raising funds;
- 4.12 carry on trade in the course of carrying out its objects;
- 4.13 carry on temporary trade ancillary to carrying out its objects;
- 4.14 incorporate subsidiary companies to carry on any trade;
- 4.15 employ and pay employees and professional or other advisors;
- 4.16 grant pensions and retirement benefits to employees of the Charity and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Charity and their dependants;
- 4.17 establish, promote, support, aid, amalgamate or co-operate with, become a part or member, affiliate or associate of, and act as or appoint trustees, agents, nominees or delegates to control and manage charitable institutions whether corporate or non-corporate with objects similar to the Charity's objects and subscribe, lend or guarantee money to such charitable institutions;

- 4.18 undertake and execute any charitable trusts which may lawfully be undertaken by it;
- 4.19 invest and deal with the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.20 guarantee and become or give security for the performance of contracts by any person or company;
- 4.21 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute promissory notes, bills of exchange and other negotiable instruments;
- 4.22 purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any charitable institutions whether corporate or non-corporate with objects similar to the Charity's objects;
- 4.23 pay out of its funds the costs of forming and registering the Charity;
- 4.24 pay out of its funds 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 Charity. No such insurance shall 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;
- 4.25 do all such other lawful things as shall further the Charity's objects.
- 5. The income and property of the Charity shall be applied solely towards the promotion of its objects set out in this Memorandum. No part shall be paid or transferred directly or indirectly to members or Trustees of the Charity except for payment in good faith of:
 - 5.1 reasonable and proper wages to any employee (not being a Trustee) for any services given to the Charity and of reasonable travelling and other out of pocket expenses necessarily incurred in carrying out the duties of any member officer or employee of the Charity;
 - 5.2 interest on money lent to the Charity at a reasonable and proper rate;
 - 5.3 reasonable and proper rent for premises let to the Charity;
 - 5.4 fees or other benefits to any company of which a Trustee or member is also a member holding not more than 1/100th part of the capital;

- 5.5 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.24 of this Memorandum;
- 5.6 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 Charity to act in a professional capacity on its behalf; except that at no time shall a majority of the members of the Charity or of the Trustees benefit under this provision and provided that any such member 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.
6. The liability of the members is limited.
7. Every member of the Charity undertakes to contribute such amount as may be required, not exceeding £1, to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member:-
- 7.1 for the payment of the Charity's debts and liabilities contracted before he or she ceased to be a member;
- 7.2 for the costs, charges and expenses of winding up; and
- 7.3 for the adjustment among themselves of the rights of persons who have contributed to the Charity's assets.
8. If any property remains after the Charity has been wound up or dissolved and all debts and liabilities have been satisfied, it shall not be paid to or distributed among members of the Charity. It shall instead be given or transferred to some other charitable institution or institutions having similar objects to those of the Charity and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as clause 5 of this Memorandum imposes upon the Charity. The institution or institutions which are to benefit shall be chosen by the Trustees of the Charity at or before the time of winding up or dissolution.

We, the subscribers to this Memorandum, wish to be formed into a company in accordance with this Memorandum.

SIGNATURES, NAMES AND ADDRESSES OF SUBSCRIBERS

Guarantee

1. Signature:

Name: Mary Groom £1

Address: 24 Normandy Avenue, High Barnet, Herts EN5 2JA

Date: 08/05/2000

WITNESS to the above signature:

Signature:

Name: Lisa Ross

Address: 9 Maudins Green, St Katherine's Dock, London E1 9LZ

Occupation: Legal Secretary

2. Signature:

Name: A Julian Blake £1

Address: 117 Crystal Palace Road, London SE22 9ES

Date: 05/05/2000

WITNESS to the above signature:

Signature:

Name: Emma Cohen

Address: c/o Bates, Wells & Braithwaite
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

**SCHOOL-HOME SUPPORT SERVICE (UK)
(As amended by Special Resolution on 1st April 2003)**

INTERPRETATION

1. In these Articles and the Memorandum the following terms shall have the following meanings:-

<u>Term</u>	<u>Meaning</u>
1.1 "Act"	the Companies Act 1985 including any statutory modification or re-enactment for the time being in force
1.2 "Articles"	the Articles of Association of the Charity
1.3 "clear days"	in relation to the period of a notice, 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
1.4 "Charity"	School-Home Support Service (UK)
1.5 "Memorandum"	the Memorandum of Association of the Charity
1.6 "Secretary"	the Secretary of the Charity or any other person appointed to perform the duties of the Secretary of the Charity,

including a joint assistant or deputy Secretary.

- 1.7 "Trustee and Trustees" the director and directors as defined in the Act

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 Charity.

MEMBERSHIP

2. The subscribers to the Memorandum and such other individuals as are appointed Trustees of the Charity in accordance with the Articles shall be members of the Charity.
3. Membership shall not be transferable and shall cease on death. A member shall cease to be a member if he or she ceases to be a Trustee.
4. The Trustees may admit to and remove from honorary membership such persons and subject to such rights and obligations as it shall think fit. Such honorary members shall not be members for the purposes of the Articles or the Act and shall not be entitled to vote on any matter.

Patron

5. The Trustees may appoint and remove any person as a patron of the Charity and on such terms as it shall think fit.
6. A patron shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Charity as if a member and shall also have the right to receive accounts of the Charity when available to members.

GENERAL MEETINGS

7. The Trustees may call a general meeting at any time. The Trustees shall call a general meeting on receiving a requisition to that effect, signed by at least 10% of the members having the right to attend and vote at general meetings. In default, the requisitionists may call a general meeting in accordance with the Act.

Length of Notice

8. Unless Article 10 applies, an annual general meeting and a general meeting called to pass a special resolution or a resolution appointing a person as a Trustee shall be called by at least 21 clear days' written

notice and any other general meeting shall be called by at least 14 clear days' written notice.

9. A general meeting may be called by shorter notice if it is so agreed:-
 - 9.1 in the case of an annual general meeting, by all the members entitled to attend and vote at that meeting; and
 - 9.2 in the case of any other general meeting, by a majority of the members having a right to attend and vote at that meeting. Any such majority shall together represent at least 95% of the total voting rights at that meeting of all the members.

Contents of Notice

10. Every notice calling a general meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted. In the case of an annual general meeting, the notice shall in addition specify the meeting as such. If a special resolution is to be proposed, the notice shall contain a statement to that effect.

Service of Notice

11. Notice of general meetings shall be given to every member and Trustee and any patron and to the auditors of the Charity.

PROCEEDINGS AT GENERAL MEETINGS

12. No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or ten percent 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 chair, if any, of the Trustees or in his or her absence some other Trustee nominated by the Trustees shall preside as chair of the meeting.
15. The chair 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.

16. A resolution put to the vote of a meeting shall be decided on a show of hands.
17. A declaration by the chair 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.
18. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.
19. The proceedings at any meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity or any want of qualification in any of the persons present or voting.
20. A resolution in writing executed by 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 signed by or on behalf of one or more members. The date of a written resolution shall be the date on which the last member signs.

Votes of members

21. Every member present in person shall have one vote.
22. No member may vote on any matter in which he or she is personally interested, financially or otherwise, or debate on such a matter without in either case the permission of the majority of the members present at the meeting, such permission to be given or withheld without discussion.
23. 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 chair whose decision shall be final and binding.

TRUSTEES

Number of Trustees

24. Unless otherwise decided by ordinary resolution the maximum number of Trustees shall be fifteen and the minimum shall be three.

Powers of Trustees

25. Subject to the provisions of the Act, the Memorandum and the Articles, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
26. The Trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

Delegation of Trustees' powers

27. The Trustees may delegate any of their powers or the implementation of any of their resolutions to any committee in accordance with the following conditions:
- 27.1 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); and
- 27.2 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; and
- 27.3 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; and
- 27.4 all delegations under this Article shall be revocable at any time; and

- 27.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as they may from time to time think fit.
28. For the avoidance of doubt, the Trustees may (in accordance the preceding Article) 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 Charity except in accordance with a budget which has been approved by the Trustees.
29. The meetings and proceedings of any committee shall be governed by the provisions of the Articles regulating the meetings and proceedings of the Trustees so far as the same are applicable and are not superseded by any regulations made by the Trustees.

Investment Management

30. The Trustees may appoint as the investment manager for the Charity a person whom they are satisfied after inquiry is a proper and competent person to act in that capacity and who is either:
- 30.1 an individual of repute with at least fifteen years' experience of investment or financial management who is an authorised person within the meaning of the Financial Services Act 1986 ("the FSA"); or
- 30.2 a company or firm of repute which is an authorised or exempted person within the meaning of the FSA otherwise than by virtue of Section (45)(1)(j) of the FSA.
31. The Trustees may, subject to these Articles, delegate to an investment manager so appointed power at his or her discretion to buy and sell investments for the Charity on behalf of the Trustees in accordance with the investment policy laid down by the Trustees.
32. Where the Trustees make any delegation in accordance with these Articles they shall:
- 32.1 inform the investment manager in writing of the extent of the Charity's investment power;
- 32.2 lay down a detailed investment policy for the Charity and immediately inform the investment manager in writing of it and of any changes to it;
- 32.3 ensure that the terms of the delegated authority are clearly set out in writing and notified to the investment manager;

- 32.4 ensure that they are kept informed and review on a regular basis the performance of their investment portfolio managed by the investment manager and on the exercise by him or her of his or her delegated authority;
- 32.5 take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority;
- 32.6 review the appointment at such intervals not exceeding 24 months as they shall think fit.
- 33. Where the Trustees make any delegation in accordance with these Articles they shall do so on the terms that:
 - 33.1 the investment manager shall comply with the terms of his or her delegated authority;
 - 33.2 the investment manager shall not do anything which the Trustees do not have the power to do;
 - 33.3 the Trustees may with reasonable notice revoke the delegation or vary any of its terms in a way which is consistent with these Articles; and
 - 33.4 the Trustees shall give directions to the investment manager as to the manner in which he or she is to report to them all sales and purchases of investments made on their behalf.
- 34. The Trustees may:
 - 34.1 make such arrangements as they think fit for any investments of the Charity or income from those investments to be held by a corporate body as the nominee of the Charity; and
 - 34.2 pay reasonable and proper remuneration to any corporate body acting as the nominee of the Charity in pursuance of this Article.

Appointment and retirement of Trustees

- 35. The first Trustees shall be the subscribers to the Memorandum and subsequent Trustees shall be elected by the Trustees.
- 36. As from the third anniversary of the incorporation of the Company one Trustee per year shall retire by rotation at the next Trustees meeting following each 31st December and shall be eligible for re-election.
- 37. Subject to provisions of the Act, the Trustee to retire by rotation shall be the Trustee who has been longest in office since his or her last appointment or reappointment, but as between persons who became or

were last reappointed Trustees on the same day the Trustee to retire shall (unless they otherwise agree among themselves) be decided by lot.

38. If the Trustees at the meeting at which a Trustee retires by rotation do not fill the vacancy, the retiring Trustee shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Trustee is put at the meeting and lost.
39. No person may be appointed as a Trustee:
 - 39.1 unless he or she has attained the age of 18 years; or
 - 39.2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of these Articles.
40. The notice of any meeting at which a person is proposed to be appointed a Trustee shall give the particulars of that person which would, if he or she were so appointed or reappointed, be required to be included in the Charity's register of Trustees.

Disqualification and removal of Trustees

41. The office of a Trustee shall be vacated if:-
 - 41.1 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
 - 41.2 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
 - 41.3 he or she is, or may be, suffering from mental disorder and either:-
 - 41.3.1 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
 - 41.3.2 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
 - 41.4 he or she resigns his or her office by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect).

- 41.5 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed resolving that the Trustee be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least fourteen clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees.

Expenses of Trustees

42. The Trustees may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or separate meetings of the holders of debentures of the Charity or otherwise in connection with the discharge of their duties.

PROCEEDINGS OF TRUSTEES

43. Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.
44. Two Trustees may, and the Secretary at the request of two Trustees shall, call a meeting of the Trustees. Notice of every meeting of the Trustees 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 specified in such general particulars.
45. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall have a second or casting vote.
46. The quorum for the transaction of the business of the Trustees may be fixed by the Trustees and, unless so fixed at any other number, shall be two.
47. 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 Charity but for no other purpose.

48. The Trustees may appoint one of their number to be the chair of the Trustees and may at any time remove him or her from that office. Unless he or she is unwilling to do so, the Trustee so appointed shall preside at every meeting of Trustees at which he or she is present. 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 chair of the meeting.
49. All acts done by a meeting of Trustees, or of a committee of Trustees, or by a person acting as a Trustee shall, even if 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.
50. 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. The date of a written resolution of the Trustees shall be the date on which the last Trustee signs.
51. A meeting of the Trustees may be held either in person, by telephone or by suitable electronic means agreed between the Trustees in which all participants may communicate simultaneously with all other participants.

GENERAL

Secretary

52. 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 may be removed by them.

Minutes

53. The Trustees shall cause minutes to be made in books kept for the purpose:-
- 53.1 of all appointments of officers made by the Trustees; and
- 53.2 of all proceedings at meetings of the Charity 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 chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

Records and Accounts

54. The Trustees shall comply with the requirements of the Act and of the Charities Act 1993 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of:
- 54.1 annual reports;
 - 54.2 annual returns;
 - 54.3 annual statements of account.

Notices

55. 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.
56. The Charity may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his or her registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Charity an address within the United Kingdom at which notices may be given to him or her shall be entitled to have notices given to him or her at that address, but otherwise no such member shall be entitled to receive any notice from the Charity.
57. A member present at any meeting of the Charity shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
58. Proof that an envelope containing a notice was properly addressed, prepaid and posted 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

59. 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 Charity shall be indemnified out of the assets of the Charity 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 Charity, 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.

Trustees' Indemnity Insurance

60. The Trustees shall have power to resolve pursuant to clause 4.24 of the Memorandum to effect trustees' indemnity insurance, despite their interest in such policy.

Winding-up

61. The provisions of clauses 7 and 8 of the Memorandum relating to the winding-up or dissolution of the Charity shall have effect and be observed as if the same were repeated in the Articles.

NAMES, ADDRESSES AND SIGNATURES OF SUBSCRIBERS

1. Signature:

Name: Mary Groom

Address: 24 Normandy Avenue, High Barnet, Herts EN5 2JA

Date: 08/05/2000

WITNESS to the above signature:

Signature:

Name: Lisa Ross

Address: 9 Maudins Green, St Katherine's Dock, London E1 9LZ

Occupation: Legal Secretary

2. Signature:

Name: A Julian Blake

Address: 117 Crystal Palace Road, London SE22 9ES

Date: 05/05/2000

WITNESS to the above signature:

Signature:

Name: Emma Cohen

Address: c/o Bates, Wells & Braithwaite
Cheapside House, 138 Cheapside, London EC2V 6BB

Occupation: Solicitor