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**THE COMPANIES ACTS 1985 to 1989**

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

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**MEMORANDUM AND ARTICLES  
OF ASSOCIATION  
of  
THE CONFERENCE OF DRAMA SCHOOLS LIMITED**



**HARBOTTLE & LEWIS LLP**  
Hanover House  
14 Hanover Square  
London W1S 1HP

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Company Limited by Guarantee  
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### MEMORANDUM OF ASSOCIATION\*

of

### THE CONFERENCE OF DRAMA SCHOOLS LIMITED

**1. Name**

The name of the Company is The Conference of Drama Schools Limited.

**2. Registered Office**

The registered office of the Company will be situate in England.

**3. Objects and Powers**

(a) The principal objects for which the Company is established are:-

- (i) to contribute to the promotion maintenance and development of standards of vocational drama, training and education within its Member institutions;
- (ii) to encourage good practice within its Member institutions;
- (iii) to advise on matters relating to the interests of students and staff within its Member institutions;
- (iv) to encourage diversity in the provision of qualifications within the vocational drama training sector as a whole;
- (v) to encourage Members to seek the highest professional standards through appropriate quality arrangements;
- (vi) to represent the interests of its Member institutions at regional, national, European and international levels;

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\* The Memorandum of Association was amended by special resolutions passed on 6 September 2004 and 20 June 2006.

- (vii) to encourage all Members to comply with statutory requirements in regard of equal opportunities, health and safety and disability and encourage best practice in all of the above.
- (b) In furtherance of these objects but not otherwise the Company shall have the following powers:-
  - (i) To present, promote, organise, and manage conferences, lectures, meetings and exhibitions, as are conducive to the promotion maintenance and advancement of the company's objects and to formulate, prepare and establish schemes for this purpose;
  - (ii) To obtain interests in the copyright of or the right to perform, publish or show any material which can be used or adapted for the objects of the Company;
  - (iii) To enter into agreements and engagements with authors, actors, dancers, musicians, producers, lecturers, teachers, artists, composers and other persons and retain advisers and to reasonably remunerate such persons and advisers by salaries or fees;
  - (iv) To co-operate with manufacturers, dealers, traders, the press and other sources of publicity for the purpose of promoting the objects of the Company;
  - (v) To procure to be written and print, publish, issue, circulate or otherwise disseminate, gratuitously or otherwise, reports and periodicals, books, pamphlets, leaflets and other literature;
  - (vi) To sponsor any cultural or educational performance or exhibition that may be put on by its Members;
  - (vii) To invite and receive grants, donations, public funding and contributions from any person or persons whatsoever and otherwise to raise funds provided that the Company shall not undertake any permanent trading activity in raising funds for its objects except in the course of the actual carrying out of the objects of the Company or as temporary and incidental thereto;
  - (viii) To take and accept any gifts of property of any description whether subject to any special trusts or not, for the purposes of the Company;
  - (ix) To undertake and execute any charitable trusts;
  - (x) To co-operate with charitable organisations having similar objects and to establish, promote or assist such charitable organisations;
  - (xi) To purchase, acquire, amalgamate with or undertake all or any of the property, liabilities and engagements of such charitable organisations and institutions with which the Company may co-operate or federate;

- (xii) To transfer all or any part of the property, assets, liabilities, engagements of the Company to any body with which the association is authorised to amalgamate;
- (xiii) To purchase, lease, hire or otherwise acquire and to sell, let, mortgage, dispose of, manage, turn to account and subject to such consents as may be required by law from time to time otherwise deal with real and personal property and any rights or privileges to promote the objects of the Company and to maintain, construct, alter, pull down and convert buildings for the purposes of the Company;
- (xiv) To open and operate bank accounts and other facilities for banking in the name of the Company subject to such consents as may be required by law from time to time, and subject as hereinafter provided to borrow or raise money and to execute and issue security as the Company shall think fit including mortgages, charges or securities over the whole or any part of its assets, present or future;
- (xv) To invest the monies of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, but so that the Company shall have no power to grant loans by way of investment otherwise than at a commercial rate of interest and upon security bearing at least the full value of the loan;
- (xvi) 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 Company;
- (xvii) To employ, retain and pay managers, secretaries, clerks and others whose services are required or deemed expedient for the carrying out of the objects of the Company;
- (xviii) To insure and arrange insurance cover for and to indemnify its officers, staff and voluntary workers from and against all such risks incurred in the course of their duties as may be thought fit and, so far as the law may from time to time allow;
- (xix) To pay out of the funds of the Company the costs of forming and registering the Company;
- (xx) To undertake any other charitable activity which may assist the realisation of the Company's objects or be combined with them;
- (xxi) To do all such other lawful things as are incidental or conducive to the pursuit or attainment of the objects of the Company.

(c) PROVIDED THAT:-

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

4. **Application of Income**

The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association, and no portion 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 Company and except as hereinafter provided no member of its Board 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 herein shall prevent any payment in good faith by the Company:-

- (a) of reasonable and proper remuneration to any Member, officer or servant of the Company (not being a Director of the Company except as provided below) for any services rendered to the Company and to any member of the Board being a solicitor or other person engaged in any profession who shall be entitled to charge and be paid all usual professional or other charges for work done by him or his firm when instructed by the Board so to act in a professional capacity on behalf of the Company;
- (b) of reasonable and proper remuneration to any Director of the Company or any Company of which a Director is a member as an employee of the Company or for any services rendered to the Company on condition that:-

- (i) he shall not be entitled to vote on a resolution nor attend any meeting concerning his or her terms of employment or appointment to office or any payment made or to be made to him by the Company; and
- (ii) notwithstanding anything contained in the Articles of Association of the Company no resolution relating to payments to him shall be effective unless it is passed at a meeting at which there is present a quorum which consists only of persons not remunerated as employees or for services being rendered to the Company;
- (c) of interest at a reasonable and proper rate on money lent by any Member of the Company or by a director;
- (d) of reasonable and proper rent for premises demised or let by any Member or director of the Company;
- (e) of reasonable out-of-pocket expenses to any Director of the Company;
- (f) of any loans, grants, donations or any other kind of financial assistance to any individual group or individuals partnership body corporate local authority or unincorporated association who or which practises or promotes any art form or the appreciation or furtherance thereof notwithstanding that such individual or group or any employee member or officer of any such organisation is a Member of the Company;
- (g) of any premium in respect of any indemnity insurance to cover the liability of the Directors 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 Company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors (or any of them) knew to be a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Directors in their capacity as Directors of the Company.

**5. Limited Liability**

The liability of the Members is limited.

**6. Contribution to Assets of the Company**

Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up during the Member's period of Membership or within one year afterwards for payment of the debts and liabilities of the Company contracted before the Member ceases to be a Member and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves such amount not exceeding in the case of any Member the sum of £1.

**7. Surplus Assets**

If upon the winding up or dissolution of the Company there remains after satisfaction of its debts and liabilities any property whatsoever the same shall be paid or distributed equally among the Members.

**8. Accounts**

True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place and of the property, credits and liabilities of the Company and subject to any reasonable restrictions that may be imposed in accordance with regulations of the Company for the time being in force shall be open to the inspection of the Members. Once at least in every period of five years the accounts of the Company shall be audited and the correctness of the balance sheet ascertained by a properly qualified auditor.

WE, the persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this MEMORANDUM OF ASSOCIATION.

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NAMES AND ADDRESSES OF SUBSCRIBERS

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**Name**            **Hal Nominees Limited**

**Address**        **Hanover House, 14 Hanover Square, London, W1R 0BE**

**Signature**

DATED:            29 June 2000

WITNESS to the above signature:

**Name**            **Linda Joanne Courtney**

**Address**        **23 Minchenden Crescent, Southgate, London, N14 7EJ**

**Signature**

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## THE COMPANIES ACTS 1985 to 1989

Company Limited by Guarantee  
and not having a Share Capital

### NEW ARTICLES OF ASSOCIATION\*

of

### THE CONFERENCE OF DRAMA SCHOOLS LIMITED

1. In these Articles:-

- "the Acts"** means the Companies Acts 1985 and 1989 including any statutory modification or re-enactment thereof for the time being in force
- "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
- a **"person"** includes a reference to a body corporate, association or partnership;
- "the Seal"** means the common seal of the Company
- "Secretary"** means any person appointed to perform the duties of the Secretary of the Company
- "United Kingdom"** means Great Britain and Northern Ireland

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form

Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Acts

### MEMBERS

2. The Company is established for the purposes expressed in the Memorandum of Association.
3. The number of Members with which the Company proposes to be registered is unlimited.

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\* The Articles of Association were amended by special resolutions passed on 6 September 2004 and 20 June 2006.

4.
  - (a) The subscribers to the Memorandum of Association and such other persons as the Board of Directors shall admit to membership shall be Members of the Company.
  - (b) The assessment criteria and procedure for election to membership shall be such as the Board of Directors shall from time to time prescribe.
  - (c) The rights and privileges of a Member shall not be transferable.
  - (d) No person shall be admitted to membership unless that person is prepared to use best endeavours to assist in the advancement of the main objects of the Company.
5. A Member shall cease to be a Member of the Company by and with effect from receipt of a notice from the Board notifying it of the termination of its membership on any of the following grounds:
  - (a) the Member being 3 months or more in arrears with the payment of any amount due to the Company;
  - (b) the Member having been notified in writing by the Company that it is in breach of The Conference of Drama School Rules as set from time to time or of any other obligation arising out of its membership of the Company and having failed to remedy that breach by the date falling 90 clear days following such notification; or
  - (c) the Member having passed a winding up resolution or having been presented a winding up petition or a receiver having been appointed over any of its assets or its having become insolvent.
6. The Membership of any Member elected to Membership after the date of adoption of the Memorandum and Articles of Association shall lapse on the expiry of 30 months following the date of election to Membership unless such Membership is ratified by an Ordinary Resolution after the expiry of 2 years following admission to Membership.
7. A Member shall cease to be a Member on the delivery to the Secretary of a notice resigning from Membership.
8.
  - (a) A Member seeking to procure the expulsion of any other Member shall submit to the Board of Directors a formal proposal to that effect, seconded by two other Members. The proposal shall set out in reasonable detail the reasons for such a proposal. Within 6 weeks of the submission of the proposal, it shall be submitted to an Extraordinary General Meeting of the Company. Not less than 4 weeks notice of the meeting shall be given to the Members. The Member whose expulsion is sought shall, within 4 weeks of the meeting, be informed by the Secretary of the time and place of the meeting and of the nature of the complaint(s) against it in order to afford it a proper opportunity of answering the complaint(s).
  - (b) At such a meeting a representative of the Member, accompanied by one other person if the Member so wishes, shall have the right to answer the complaint(s) orally or in writing. If, there upon, two-thirds of the Members present shall vote for the Members expulsion, it shall immediately cease to be a Member of the Company.

9. Upon termination of a Member's membership, a Member's interests shall automatically cease to be represented by the Company.
10. Upon termination of its membership a Member shall not be entitled to recover any part of its subscription for the period then current.

### **REGISTERS**

11. The Directors shall cause the following registers to be kept at the Registered Office of the Company:-
  - (a) a Register of Members; and
  - (b) a Register of the Interests of the Directors in debentures of the Company or its associated Companies.
12. The Directors shall cause such Registers as are kept under the provisions of Article 11 hereof to be completed and made available for inspection in accordance with the provisions of the Acts.

### **GENERAL MEETINGS**

13. The Company shall in each year hold a General Meeting as its Annual General Meeting as soon as possible after 1 October in each calendar year in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next provided that so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.
14. At each Annual General Meeting, the Board of Directors shall present to the Council of Members a statement of accounts, together with the auditor's report thereon (if any), and a report on the activities of the Company in respect of the financial period of the Company last ended.
15. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
16. Other than the AGM at least three other Extraordinary General Meetings must be called in each calendar year by the Board of Directors. One Extraordinary General Meeting shall be called in the period October to December; one in the period January to March; and one in the period April to July.
17. The Chairperson or the Directors may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by the Acts. If at any time there are not within the United Kingdom sufficient Directors capable of forming a quorum, any Director or any two Members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

## NOTICE OF GENERAL MEETINGS

18. An Annual General Meeting and a meeting called for the passing of a Special Resolution or a resolution appointing a person as a Director shall be called by twenty one clear days' notice in writing at the least, and a meeting of the Company other than an Annual General Meeting or a meeting for the passing of a Special Resolution shall be called by fourteen clear days' notice in writing at the least. A resolution to expel a Member in accordance with Article 8 shall be deemed to be an extraordinary resolution for the purposes of the Act except that 28 clear days' notice at the least of the meeting convened for the purpose of passing such extraordinary resolution shall be given. The notice shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business shall be given, in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the Articles of the Company, entitled to receive such notice from the Company. In the case of an extraordinary resolution to expel a member the notice of the General Meeting at which the resolution is to be proposed shall set out the full text of the resolution to be proposed. A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed:-
- (a) in the case of a meeting called as the 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 at the meeting, being a majority together holding not less than ninety five per cent of the total voting rights at that meeting of all the Members.
19. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## PROCEEDINGS AT GENERAL MEETINGS

20. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, the report of the Directors, the report of the Auditors (if any), the election of Directors, the Chairperson, Vice-Chairperson and the Chairperson of The Stage Management and Technical Committee in the place of those retiring and, if relevant, the appointment of, and the fixing of the remuneration of, the Auditors.
21. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided, one-third of the current membership present in person or by proxy shall be a quorum.
22. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the

adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum.

23. The Chairperson of the Board appointed in accordance with Article 45 shall preside as Chairperson at every General Meeting of the Company. If at any meeting the Chairperson of the General Meeting is not present within 15 minutes after the time appointed for holding the Meeting, the Vice-Chairperson of the Board (if present) shall preside as Chairperson, failing which the Members present shall choose one of their Members to be Chairperson of the Meeting.
24. In the case of an equality of votes, whether on a show of hands or a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
25. The Chairperson of any General Meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for seven days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
26. Subject to the provisions of the Acts a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.
27. If at any General Meeting any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the results of the voting unless it be pointed out at the same meeting, and not in that case unless it shall, in the opinion of the Chairperson of the General Meeting, be of sufficient magnitude to vitiate the result of the voting.

#### **VOTES OF MEMBERS**

28. Each Member present, in person or by proxy, at any Meeting shall have only one vote, whether by show of hands or by secret ballot.
29. Any Member present, in person or by proxy, at any Meeting may demand that voting in respect of any resolution shall be by secret ballot. The procedure to be adopted for any such ballot shall be as determined by the Secretary.
30. The instrument appointing a proxy shall be in writing under the hand of the appointor or of the appointor's attorney duly authorised in writing, or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a Member of the Company.
31. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place within the United

Kingdom as is specified for that purpose in the notice convening the meeting, not less than forty eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

32. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

"I/We \_\_\_\_\_ of \_\_\_\_\_  
 " \_\_\_\_\_, being a Member/  
 "Members of the above-named Company, hereby  
 "appoint \_\_\_\_\_ of \_\_\_\_\_  
 "or failing \_\_\_\_\_  
 "of \_\_\_\_\_ as my/our proxy to  
 "vote for me/us on my/our behalf at the \_\_\_\_\_  
 "(Annual or Extraordinary as the case may be)  
 "General Meeting of the Company to be held on  
 "the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and  
 "at any adjournment thereof \_\_\_\_\_  
 "Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_."

33. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a secret ballot.

## CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

34. Any corporation or institution which is a Member of the Company may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation represented as that corporation could exercise if it were an individual Member of the Company.

## DIRECTORS

35. Unless otherwise determined by ordinary resolution the Board of Directors shall consist of seven directors. The Directors shall include the Chairperson, the Vice-Chairperson and the Chairperson of The Stage Management and Technical Committee.

## APPOINTMENT OF DIRECTORS

36. The Directors shall be elected by Members at the Annual General Meeting. The Secretary shall inform Members of Directors standing for reappointment and vacancies due to retirement at least three months prior to the Annual General Meeting designated for the election of Directors.
37. Each Member may nominate two representatives to stand for election pursuant to Article 36:
  - (a) one to serve as the Chairperson of The Stage Management and Technical Committee; and

- (b) one to take up another vacancy as Director.

Such nominations must be received by the Secretary no later than 28 days before the relevant General Meeting and shall include a statement of the representative's willingness to act and the signature of the nominating Member and a further Member declaring their support for the relevant nomination.

38. A separate ballot of the Members shall be held to appoint one Director who shall also be appointed the Chairperson of The Stage Management and Technical Committee.
39. Any ballot held pursuant to Articles 36 or 38 shall be decided by a simple majority of votes cast; in the case of an equality of votes, the provisions of Article 24 will apply.
40. A person shall automatically cease to be a Director or a member of any committee of the Directors if the membership of the Member which that person represents is terminated in accordance with Articles 5, 6, 7 or 8.
41. No Member may have more than one of its representatives on the Board of Directors at any one time except that the appointment of a Member's representative as the Chairperson of The Stage Management and Technical Committee shall not preclude that Member from having one other representative on the Board.

### RETIREMENT OF DIRECTORS

42. For the purposes of the following Articles 43 to 48:

**"First Term"** shall mean a period of office commencing on the date of appointment and expiring on the date of the second Annual General Meeting following the date of such appointment;

**"Second Term"** shall mean a period of office commencing on the date of the second Annual General Meeting following the date of appointment and expiring on the date of the fourth Annual General Meeting following the date of such appointment;

**"Third Term"** shall mean a period of office commencing on the date of the fourth Annual General Meeting following the date of appointment and expiring on the date of the sixth Annual General Meeting following the date of such appointment;

**"Retiring Director"** shall mean a Director retiring by rotation at the expiry of his/her First, Second or Third Term; and

**"Waiting Period"** shall mean a period commencing on the date of the sixth Annual General Meeting following the date of first appointment and expiring on the date of the tenth Annual General Meeting following the date of such appointment.

43. Directors shall hold office until the second Annual General Meeting following their appointment when they shall retire from office and shall be eligible for re-election. A Retiring Director retiring at the end of his/her First Term as a Director shall be eligible for re-election for a Second Term. A Retiring Director retiring at the end of his/her Second Term as a Director shall be eligible for re-election for a Third Term. A Retiring Director

retiring at the end of his/her Third Term as a Director shall not be eligible for re-election as a Director until the expiry of the Waiting Period.

44. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director (an "**Additional Director**"), either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Additional Director so appointed shall hold office only until the next following Annual General Meeting. An Additional Director shall be eligible for appointment as a Director under Articles 36 and 37 and any time spent in office as an Additional Director shall not be taken into account when calculating his/her maximum period in office as a Director pursuant to Article 43.

#### **CHAIRPERSON AND VICE-CHAIRPERSON**

45. Following the appointment of the Directors under Articles 36 and 37, the Members shall appoint from the members of the Board a Chairperson and a Vice-Chairperson of the Board. Any ballot held pursuant to this Article shall be decided by a simple majority of votes cast; in the case of an equality of votes, the provisions of Article 24 will apply.
46. The Chairperson and Vice-Chairperson shall not be subject to the provisions of Article 43 relating to retirement of Directors, but shall retire as Chairperson or Vice-Chairperson at the second Annual General Meeting following their appointment as Chairperson or Vice-Chairperson and shall be eligible for re-election as Chairperson or Vice-Chairperson, subject to he or she continuing to be a Director. A retiring Chairperson or Vice-Chairperson retiring at the end of his/her First Term as Chairperson or Vice-Chairperson shall be eligible for re-election for a Second Term as Chairperson or Vice-Chairperson, subject to he or she continuing to be a Director. A retiring Chairperson or Vice-Chairperson retiring at the end of his/her Second Term as Chairperson or Vice-Chairperson shall be eligible for re-election for a Third Term as Chairperson or Vice-Chairperson, subject to he or she continuing to be a Director. A retiring Chairperson or Vice-Chairperson retiring at the end of his/her Third Term as Chairperson or Vice-Chairperson shall not be eligible for re-election as Chairperson or Vice-Chairperson until the expiry of the Waiting Period. For the avoidance of doubt, the term of office of a Chairperson or Vice-Chairperson shall not take into consideration any previous length of service as a Director.
47. In the event that a Chairperson or Vice-Chairperson is not re-elected for a Second Term as Chairperson or Vice-Chairperson at the end of his/her First Term he/she will retire as Chairperson or Vice-Chairperson. Any such retired Chairperson or Vice-Chairperson shall be eligible for re-appointment as Chairperson or Vice-Chairperson from the second Annual General Meeting following such retirement, but such re-appointment will constitute re-election for a Second Term and the provisions of Article 46 shall apply.
48. In the event that a Chairperson or Vice-Chairperson is not re-elected for a Third Term as Chairperson or Vice-Chairperson at the end of his/her Second Term he/she will retire as Chairperson or Vice-Chairperson. Any such retired Chairperson or Vice-Chairperson shall be eligible for re-appointment as Chairperson or Vice-Chairperson from the second Annual General Meeting following such retirement, but such appointment will constitute re-election for a Third Term and the provisions of Article 46 shall apply.



## **PRESIDENT OF THE CONFERENCE**

49. The Directors shall have power at any time, and from time to time, to appoint any person to the role of President of the Conference. There shall be no more than one President at a time. The President shall be appointed for a period of four years from the date of the appointment. The President may be re-appointed for a further period or periods of four years, without limitation to the number of such periods or the overall duration of the appointment.
50. The Directors shall have the power to remove the President at any time by a resolution showing a majority in favour of the resolution of two thirds of those entitled to vote.
51. The Directors shall have power at any time, and from time to time, to appoint any person to the role of Vice-President of the Conference. There shall be no more than one Vice-President at a time. The Vice-President shall be appointed for a period of four years from the date of the appointment. The Vice-President may be re-appointed for a further period or periods of four years, without limitation to the number of such periods or the overall duration of the appointment.
52. The Directors shall have the power to remove the Vice-President at any time by a resolution showing a majority in favour of the resolution of two thirds of those.
53. The President and Vice-President shall not be Directors.

## **BORROWING POWERS**

54. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

## **POWERS AND DUTIES OF DIRECTORS**

55. The business of the Company shall be managed by the Directors who shall be its Council of Management and Governing Body and who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Acts or by these Articles or by any resolution of the Members in General Meeting, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Acts or these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made. In particular the Directors shall have power to make rules and bye-laws for regulating the use by Members and others of any property of the Company.
56. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

57. The Directors shall cause minutes to be made of all appointments of officers made by them, of the names of the Directors present at each meeting of the Directors and of any committee of the Directors, and of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors and any such minutes if signed by the Chairperson of such meeting or by the Chairperson of the next succeeding meeting shall be sufficient evidence without any further proof of the facts therein stated.
58. The Directors may act notwithstanding any vacancy in the Board but if the number of Directors is less than the minimum prescribed herein they may only act as Directors to admit persons to membership of the Company to fill vacancies in the Board of Directors or summon a General Meeting.
59. The Directors may appoint any person or body of persons to be agents and/or sub committees for the Company for such purposes and with such powers as the Directors shall think fit.
60. The President and Vice-President shall be invited to attend all meetings of the Company and/or its Directors, but shall not be entitled to vote. The President and Vice-President shall advise the Board and the members of the Company and may undertake representation of the Company and other tasks or functions from time to time assigned them by the Directors.
61. The Directors may fix the terms (including remuneration) on which the President, Vice-President, Chairperson, Vice Chairperson and Secretary of the Council of Members shall hold office.

### **DISQUALIFICATION OF DIRECTORS**

62. (a) The office of Director shall be vacated if the Director:-
- (i) becomes subject to a receiving order or makes an arrangement or composition with creditors generally
  - (ii) becomes prohibited by law from being a Director or ceases to be a Director by reason of any provision of the Acts or
  - (iii) becomes of unsound mind or
  - (iv) resigns from office by notice in writing to the Company or
  - (v) is removed from office by a resolution duly passed pursuant to the Acts or
  - (vi) if the Director ceases to be an employee or representative or a Member of the Company or
  - (vii) is directly or indirectly interested in any contract with the Company and fails to declare the nature of such interest in the manner required by the Acts.
- (b) A Director shall not vote in respect of any contract in which the Director is interested or any matter arising thereout and if the Director does so vote such vote shall not be counted.

## **PROCEEDINGS OF DIRECTORS**

63. (a) The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. A meeting of the Board of Directors may be convened at any time by reasonable notice given by the Secretary. The Secretary shall be bound to convene a meeting on the requisition of not less than 3 of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom. The quorum necessary for the transaction of the business of the Directors shall be 4 directors or one-half of the directors for the time being whichever is greater.
- (b) The Chairperson of the Board shall be the person appointed in accordance with Article 45 but, if no such Chairperson of the Board is elected, or if at any meeting the Chairperson of the Board is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairperson of the meeting.
- (c) A meeting of the Directors at which a quorum is present, shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Directors generally.
64. The Directors may delegate any of their powers to committees consisting of such Directors as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors. All acts and proceedings of such committees shall be reported fully and promptly as soon as possible to the full body of Directors.
65. All acts done by any meeting of the Directors or of a committee of Directors, or by any person acting as a Director shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
66. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.
67. The Chairperson of the Board of the Directors may vote on any resolution but may not ordinarily have a second or casting vote. In the case of deadlock, the Chairperson may have a second or casting vote.
68. The Directors should at all times have regard to the diverse interests of the Member of the Company and shall not pass any resolution or take any action the likely effect of which would be unfairly to favour one section of the membership to the detriment of another.

## **THE SECRETARY**

69. The Secretary, not being a Director, shall be appointed by the Members upon recommendation of Directors 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.

70. The Secretary shall attend meetings of the Board of Directors in an advisory capacity but not be entitled to vote at such meetings.

### **THE SEAL**

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

### **ACCOUNTS AND DIRECTORS REPORT**

72. The Directors shall cause proper books of account to be kept in accordance with the provisions of the Acts with respect to:-
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
  - (b) the assets and liabilities of the Company; and
  - (c) all those matters required by the Acts to be shown in the Accounts of the Company.
73. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions:
- (a) The books of account shall be kept at the registered office of the Company, or, subject to the Acts at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors;
  - (b) The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or books or document of the Company except as conferred by Statute or authorised by the Directors or by the Company in General Meeting subject nevertheless to the provision of Clause 8 of the Memorandum of Association of the Company.
74. The Directors shall from time to time cause to be prepared and laid before the Company in General Meeting such profit and loss accounts, balance sheets and Directors' reports as are provided for in the Acts.
75. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditor's report (if any), shall not less than twenty one days before the date of the meeting be sent to every Member of, and every holder of debentures of, the Company, provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware.

## **AUDIT**

76. Where required by law or pursuant to the Company's Memorandum of Association or these Articles of Associations auditors shall be appointed and their duties regulated in accordance with the Acts.

## **MEMBER CONTRIBUTIONS**

77. Members' contributions to be made by the Members for the furtherance of the Company's object shall be fixed from time to time by the Members in General Meeting.

## **NOTICES**

78. A notice may be given by the Company to any Member either personally or by sending it by post to the Member or to the Member's registered address, or (if the Member has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied to the Company for the giving of notice. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected at the expiration of twenty four hours after the letter containing the same is posted.
79. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:-
- (a) every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notice to them;
  - (b) the auditor for the time being of the Company (if any).

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

## **INDEMNITY**

80. Subject to the provisions of the Acts but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director 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/her 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.

## **DISSOLUTION**

81. Clause 6 and 7 of the Memorandum of Association of the Company shall have effect as if the provisions thereof were repeated herein.

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NAMES AND ADDRESSES OF SUBSCRIBERS

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**Name**            **Hal Nominees Limited**

**Address**        **Hanover House, 14 Hanover Square, London, W1R 0BE**

**Signature**

DATED:            29 June 2000

WITNESS to the above signature:

**Name**            **Linda Joanne Courtney**

**Address**        **23 Minchenden Crescent, Southgate, London, N14 7EJ**

**Signature**

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