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DATED 18th JULY 2002

THE COMPANIES ACTS 1985 and 1989

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

MEMORANDUM OF ASSOCIATION

of

LONDON MACCABI RECREATIONAL TRUST

Company Number 4489301

Date of Incorporation 18th July 2002

As amended by Special Resolution dated 10 March 2003, 26 May 2006 and 30 April 2008



The Companies Acts 1985 and 1989

**Company limited by guarantee
and not having a share capital**

**Memorandum of Association
of
LONDON MACCABI RECREATIONAL TRUST**

- 1 The charity's name is the London Maccabi Recreational Trust (and in this document it is called "the Charity")
- 2 The Charity's registered office is to be situated in England and Wales
- 3 The Charity's objects ("the Objects") are to advance education and provide or assist in the provision of facilities for recreation or other leisure-time occupation for the inhabitants of London and surrounding areas with the object of improving their conditions of life, in particular by assisting with the provision of facilities for indoor and outdoor games and athletics at places within and adjoining London for persons who have need of such facilities by reason of their youth, age, infirmity or disablement, poverty or social and economic circumstances, and
- 4 In furtherance of the Objects but not otherwise the Charity may exercise the following powers
 - 4 1 to make donations or grants to charitable institutions that have any or all of the Objects of the Charity,
 - 4 2 to accept a transfer of any of the property, assets, undertaking functions and responsibilities of, and to assume the liabilities of any other person,
 - 4 3 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity,
 - 4 4 to raise funds and to invite and receive contributions provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations,
 - 4 5 to acquire, alter, erect, improve and let (subject to such consents as may be required by law) or otherwise dispose of property,
 - 4 6 to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification),

- 4 7 to delegate the management of investments to a financial expert, but only on terms that
 - 4 7 1 the investment policy is set down in writing for the financial expert by the Trustees
 - 4 7 2 every transaction is reported promptly to the Trustees
 - 4 7 3 the performance of the investments is reviewed regularly with the Trustees
 - 4 7 4 the Trustees are entitled to cancel the delegation arrangement at any time
 - 4 7 5 the investment policy and the delegation arrangement are reviewed at least once a year
 - 4 7 6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
 - 4 7 7 the financial expert must not do anything outside the powers of the Trustees
- 4 8 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required,
- 4 9 subject to clause 5 below to employ such staff, who shall not be directors of the Charity (hereinafter referred to as "the Trustees"), as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants,
- 4 10 to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects,
- 4 11 to act as Trustee of any trust comprising real or personal estate and which, in the opinion of the Charity, is calculated to further the aims and the objects of the Charity and as such Trustee to carry out such trust on the terms and conditions imposed in the instrument creating the same,
- 4 12 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects or similar charitable purposes and to exchange information and advice with them,
- 4 13 to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation, registration and subsequent administration of the Charity,

- 4 14 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 4 15 to establish subsidiary companies to assist or act as agents for the Charity,
- 4 16 to do all such other lawful things as are necessary for the achievement of the Objects,
- 4 17 to borrow or raise money for the purposes of the Charity on such terms and (with such consents as are required by law) on such security as may be thought fit provided that the Charity shall not undertake any permanent trading activities for the purpose only of raising funds for the objects of the Charity,
- 4 18 to cause to be written, and printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents, films, recorded tapes or materials reproduced on electronic media,
- 4 19 to hold exhibitions, meetings, lectures, classes, seminars and courses either alone or with others,
- 4 20 to accept subscriptions, donations, devises and bequests of any real or personal estate,
- 4 21 to lend money and give credit 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 persons as may be necessary for the work of the Charity,
- 4 22 to enter into arrangements with any body of persons whether corporate or unincorporate formed for all or any of the objects of the Charity or for any purpose analogous thereto with a view to the promotion of the objects of the Charity and to contribute to or receive contributions from the funds of any such body upon such terms and conditions as the Charity may think proper, subject nevertheless to the provisions of this Memorandum of Association,
- 4 23 to amalgamate with any companies, institutions, societies or associations which have objects altogether or mainly similar to those of the Charity and prohibit the payment of any dividend or profit to, and the distribution of any of their assets amongst, their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Charity by this Memorandum of Association, and
- 4 24 to provide and to pay in good faith any premium in respect of any indemnity insurance to cover the liability of the members of the Board of Trustees 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 members of the Board of Trustees knew to be a breach of trust or breach of duty or which was committed by the members of the Board of Trustees in reckless disregard to whether it was 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 members of the Board of Trustees in their capacity as members of the Board of Trustees of the company

- 5 1 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to Members of the Charity, and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity Provided that nothing in this document shall prevent
- 5 1 1 any payment in good faith by the Charity
- 5 1 1 1 of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf Provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion,
- 5 1 1 2 of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a Trustee,
- 5 1 1 3 of interest on money lent by any member of the Charity or Trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Trustees,
- 5 1 1 4 of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company,
- 5 1 1 5 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 knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard to whether it was 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 1 1 6 of reasonable and proper rent for premises demised or let by any member of the charity or a Trustee, and

- 5 1 1 7 to any Trustee of reasonable out-of-pocket expenses
- 5 2 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if
- 5 2 1 the goods or services are actually required by the Charity
- 5 2 2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods and services and is set in accordance with the procedure in clause 5 4
- 5 2 3 no more than one half of the Trustees are subject to such a contract in any financial year
- 5 3 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must
- 5 3 1 declare an interest at or before discussion begins on the matter
- 5 3 2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
- 5 3 3 not be counted in the quorum for that part of the meeting
- 5 3 4 withdraw during the vote and have no vote on the matter
- 5 4 This clause may not be amended without the prior written consent of the Commission
- 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 £10) 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, for payment of the Charity's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves
- 8 If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Clause 5 above, chosen by the Members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object

We, the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of association

Signatures, Names and Addresses of Subscribers

BROADWAY DIRECTORS LIMITED of

50 Broadway

Westminster

London SW1H 0BL

Director

For and on behalf of

BROADWAY DIRECTORS LIMITED

Dated

Witness to the above Signatures

Name

Address

Occupation

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

LONDON MACCABI RECREATIONAL TRUST

1 Interpretation

1 1 In these Articles

“the Charity”	means London Maccabi Recreational Trust,
“address”	in relation to electronic communications, includes any number or address used for the purposes of such communications,
“the Act”	means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force,
“the Articles”	means these Articles of Association of the Charity,
“clear days”	in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,
“communications”	means the same as in the Electronic Communications Act 2000,
“electronic communications”	means the same as in the Electronic Communications Act 2000,
“executed”	includes any mode of execution,
“financial expert”	a person who is reasonably believed by the Trustees to be qualified to give it by his ability in

and practical experience of financial and other matters relating to the proposed investment

“the Memorandum”	means the Memorandum of association of the Charity,
“the office”	means the registered office of the Charity,
“the seal”	means the common seal of the Charity if it has one,
“the Secretary”	means 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,
“the Trustees”	means the directors of the Charity (and “Trustee” has a corresponding meaning),
“the United Kingdom”	means Great Britain and Northern Ireland,

1 2 Words importing the masculine gender only shall include the feminine gender

1 3 Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act

2 Members

2 1 The subscribers to the Memorandum and such other persons or organisations as are admitted to membership in accordance with the rules made under Article 21 shall be members of the Charity No person shall be admitted a member of the Charity unless his application for membership is approved by the Trustees All Trustees shall automatically become members of the Charity on their appointment as Trustees

2 2 Unless the Trustees or the Charity in general meeting shall make other provision under Article 21, the Trustees may in their absolute discretion permit any member of the Charity to retire, provided that after such retirement the number of members is not less than two

2 3 Membership is terminated if a member gives written notice of resignation to the Charity

2 4 Membership shall not be transferable and shall cease on death

2 5 A Trustee shall cease to be a member on his ceasing to be a Trustee for whatever reason

3 General meetings

- 3 1 The Charity 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 Charity and that of the next

Provided that so long as the Charity 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 times and places as the Trustees shall appoint

- 3 2 All general meetings other than annual general meetings shall be called extraordinary general meetings
- 3 3 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 Trustee or any member of the Charity may call a general meeting

4 Notice of general meetings

- 4 1 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

4 1 1 in the case of an annual general meeting, by all the members entitled to attend and vote, and

4 1 2 in the case of any other meeting by a majority in number of members having a right to attend and vote, being a majority together holding not less than ninety-five percent of the total voting rights at the meeting of all the members

- 4 2 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
- 4 3 The notice shall be given to all the Members and to the Trustees and auditors
- 4 4 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

5 Proceedings at general meetings

- 5 1 No business shall be transacted at any meeting unless a quorum is present. One third, or the next whole number above one third of the persons entitled to vote upon the business to be transacted, each being a member or a proxy or a duly authorised representative of a member organisation, shall constitute a quorum.
- 5 2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.
- 5 3 The chairman, if any, of the Trustees or in his absence some other Trustee nominated by the Trustees shall preside as chairman of the meeting, but if neither the chairman nor 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 shall be chairman.
- 5 4 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.
- 5 5 A Trustee shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
- 5 6 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 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.
- 5 7 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded
- 5 7 1 by the chairman,
- 5 7 2 by at least two members having the right to vote at the meeting, or
- 5 7 3 by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 5 8 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the

meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution

- 5 9 The demand for a poll maybe withdrawn, before the poll is taken, but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made
- 5 10 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded
- 5 11 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have
- 5 12 A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made
- 5 13 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken
- 5 14 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 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

6 Votes of members

- 6 1 Subject to Article 5 11, every member shall have one vote
- 6 2 No member shall be entitled to vote at any general meeting unless any and all moneys then payable by him to the Charity have been paid
- 6 3 A vote given or poll demanded by the duly authorised representative of a corporation shall be valid notwithstanding the pervious determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the company at the office or at such other place at which the instrument of proxy was duly deposited or, where the invitation to appoint a proxy was contained in an electronic communication, at the address specified for that purpose before the commencement of the meeting or adjourned

meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

- 6 4 Any organisation which is a member of the Charity may by resolution of its Council or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Charity, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as the organisation could exercise if it were an individual member of the Charity

7 Trustees

- 7 1 The number of Trustees when complete shall be not less than four but not greater than ten

- 7 2 The first Trustees shall be those persons appointed by the subscriber to the Memorandum

8 Powers of Trustees

- 8 1 Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, 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 the 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 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 the powers exercisable by the Trustees

- 8 2 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers

- 8 3 The directors may delegate any of their powers to any committee consisting of one or more directors They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered Subject to any conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying

9 Appointment and retirement of Trustees

- 9 1 At the first annual general meeting all the Trustees shall retire from office, and at every subsequent 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, but, if there is only one Trustee who is subject to retirement by rotation, he shall retire

9 2 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 reappointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot

9 3 If the Charity 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 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 to the meeting and lost

9 4 No person other than a Trustee retiring by rotation shall be appointed or reappointed a Trustee at any general meeting unless.

9 4 1 he is recommended by the Trustees, or

9 4 2 not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Charity of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Charity's register of Trustees together with a notice executed by that person of his willingness to be appointed or reappointed

9 5 No person may be appointed as a Trustee

9 5 1 if they are under the age of 18 years, or

9 5 2 in circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Article 10

9 6 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 persons 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 reappointment as a Trustee at the meeting or in respect of whom notice has been duly given to the Charity of the intention to propose him at the meeting for appointment or reappointment as a Trustee The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Charity's register of Trustees

9 7 Subject as aforesaid, the Charity 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

9 8 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 any 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 reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.

9 9 Subject as aforesaid, a Trustee who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

10 Disqualification and removal of Trustees

10 1 A Trustee shall cease to hold office if he

10 1 1 ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision),

10 1 2 becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs,

10 1 3 resigns his 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), or

10 1 4 is absent without the permission of the Trustees from all their meetings held within a period of six months and the Trustees resolve that his office be vacated

10 1 5 is removed by resolution passed by at least 67% of the members present and voting at a General meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views

11 Trustees' expenses

11 1 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 otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration

12 Trustees' appointments

- 12 1 Subject to the provisions of the Act and to Clause 5 of the Memorandum, the Trustees may appoint one or more of their number to the unremunerated office of managing director or to any other unremunerated executive office under the Charity. Any such appointment may be made upon such terms as the Trustees determine. Any appointment of a Trustee to an executive office shall terminate if he ceases to be a Trustee. A managing director and a Trustee holding any other executive office shall not be subject to retirement by rotation.
- 12 2 Except to the extent permitted by Clause 5 of the Memorandum, no Trustee shall take or hold any interest in property belonging to the Charity or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Charity is a party.

13 Proceedings of Trustees

- 13 1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit. A Trustee may, and the secretary at the request of a Trustee shall, call a meeting of the Trustees. 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.
- 13 2 The quorum for the transaction of the business of the Trustees may be fixed by the Trustees but shall not be less than one third of their number or three Trustees, whichever is the greater.
- 13 3 The Trustees may act notwithstanding any vacancies in their number, but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 13 4 The Trustees may appoint one of their number to be the chairman of their meetings and may at any time remove him from that office. Unless he is unwilling to do so, the Trustee so appointed shall preside at every meeting of Trustees at which he is present. But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chairman of the meeting.
- 13 5 The Trustees may appoint one or more sub-committees consisting of three or more Trustees for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Trustees would be more conveniently undertaken or carried out by a sub-committee provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the Trustees.
- 13 6 All acts done by a meeting of Trustees, or of a committee of Trustees, 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

- 13 7 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 effective 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. Such a resolution may consist of several documents in the same form, each signed by one or more of the Trustees
- 13 8 At their discretion the Trustees may hold a meeting of the Board or any committee of the board by telephone or any other electronic means, provided that all those participating in the meeting can hear and communicate with each other throughout the entire meeting
- 13 9 Any bank account in which any part of the assets of the Charity is deposited shall be operated by the Trustees and shall indicate the name of the Charity. All cheques and orders for the payment of money from such account shall be signed in such manner as the Trustees may determine from time to time

14 Secretary

- 14 1 Subject to the provisions of the Act, the Secretary shall be appointed by the Trustees for such term, at such remuneration (if not a Trustee) and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them

15 Minutes

- 15 1 The Trustees shall keep minutes in books kept for the purpose
- 15 1 1 of all appointments of officers made by the Trustees, and
- 15 1 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

16 The Seal

- 16 1 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

17 Accounts

- 17 1 Accounts shall be prepared in accordance with the provisions of Part VII of the Act

18 Annual Report and Annual Return

- 18 1 The Trustees shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and annual return and its transmission to the Commissioners

19 Notices

- 19 1 Any notice to be given to or by any person pursuant to the articles (other than a notice calling a meeting of the directors) shall be in writing or in accordance with section 369(4A)
- 19 2 The company 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 registered address or by leaving it at that address or in accordance with section 369(4A) A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the company
- 19 3 A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called
- 19 4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that that the notice was given Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent

20 Indemnity

- 20 1 Subject to the provisions of the Act 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 in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity

21 Rules

- 21 1 The Trustees may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity and for the purposes of prescribing classes of and

conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate

- 21 1 1 the admission and classification of members of the Charity (including the admission of organisations to membership) and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members,
 - 21 1 2 the conduct of members of the Charity in relation to one another, and to the Charity's servants,
 - 21 1 3 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes,
 - 21 1 4 the procedure at general meetings and meetings of the Trustees and committees of the Trustees in so far as such procedure is not regulated by the Articles, and
 - 21 1 5 generally, all such matters as are commonly the subject matter of company rules
- 21 2 The Charity in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Trustees shall adopt such means as they think sufficient to bring to the notice of members of the Charity all such rules or bye laws, which shall be binding on all members of the Charity Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles

Signatures, Names and Addresses of Subscribers

BROADWAY DIRECTORS LIMITED of

50 Broadway

Westminster

London SW1H 0BL

Director

For and on behalf of

BROADWAY DIRECTORS LIMITED

Dated

Witness to the above Signatures

Name

Address

Occupation