

Company No: 6272889

Charity No: 1122080

THE COMPANIES ACTS 1985 AND 1989
COMPANY LIMITED BY GUARANTEE

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
BRITISH OLYMPIC FOUNDATION
(as amended by Special Resolutions dated 11 December 2007, 13 March 2008, 14 November 2012
and 2 January 2014)

Incorporated on 7 June 2007

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Company No: 6272889

Charity No: 1122080

Companies Acts 1985 and 1989
Company limited by guarantee and not having a share capital
Memorandum of Association
of
British Olympic Foundation

1 Name

The name of the company is 'British Olympic Foundation' ('**the Charity**')

2 Registered Office

The registered office of the Charity is in England and Wales

3 Objects¹

The objects of the Charity (the '**Objects**') are

3 1 the promotion and advancement of public education in sport (which encompasses all aspects of sporting activity and other forms of physical education and recreation) throughout the world including but not limited to

- (a) the history and development of sport,
- (b) the history, development and structure of local, national and international sporting authorities,
- (c) the history and development of sports medicine,
- (d) the social, political and economic effects of sport

¹ As amended by Special Resolution dated 11 December 2007

- 3 2 the promotion of health of the public (especially young people), in particular by the provision (and assistance in the provision) of facilities sports coaching and nutritional and other lifestyle advice,
- 3 3 the promotion of the study of and research into the causes, treatment, avoidance and prevention of any injury, ailment, complaint or disability which arises or may arise from participation in training for any sport, sporting activity or other form of physical education or recreation anywhere in the world and the provision of relief and/or treatment for anyone suffering from such injury, ailment, complaint or disability,
- 3 4 the promotion of community participation in healthy recreation by providing facilities and opportunities for playing sport, physical recreation or other similar leisure time occupation in particular for those who have a need of such by reason of youth, age, infirmity or disability, poverty or social and economic circumstances,
- 3 5 the relief of people with physical sensory or mental disabilities by encouraging and facilitating their participation in sporting activities and assisting in the provision of training, facilities and equipment for this purpose, and
- 3 6 such other exclusively charitable purposes as the Trustees of the Charity may in their absolute discretion determine,

and in furthering the Objects the Trustees shall observe the principles of Olympism so far as these are not inconsistent with their duties as charity trustees

4 Powers

The Charity has the following powers, which may be exercised only in the promotion of the Objects

- 4 1 to promote, sponsor or provide facilities for or to assist in the promotion, sponsoring or provision of facilities for research or study of subjects including, but not limited to, any aspect of sport, sporting activity and other forms of physical education and recreation, sports medicine and public health and to publish or assist in the publication of the useful results of all such study and research,
- 4 2 to establish, endow or administer or assist in the establishment, endowment or administration of academic positions including, but not limited to, chairs, fellowships, bursaries, scholarships for research or study of subjects including, but not limited to, any aspect of sport, sporting activity and other forms of physical education and recreation, sports medicine, sports science or public health,

- 4 3 to support organisations engaged in sports medicine, sports science or public health, whether by way of grants, provision and maintenance of equipment and laboratories or otherwise,
- 4 4 to promote, provide or assist in the promotion or provision of full or part-time courses (including residential courses) or training colleges for the study of any aspect of sport, sporting activity and other forms of physical education and recreation, sports medicine or public health ,
- 4 5 to promote, provide or assist in the promotion or provision of training and coaching, but not limited to full or part-time courses (including residential courses) in sport, sporting activity and other forms of physical education and recreation,
- 4 6 to provide, facilitate or encourage sporting events for young people under the age of 25 receiving education at schools, universities, colleges or other similar establishments or vocational training in connection with their employment,
- 4 7 to provide goods, services, financial support or other assistance or support by way of grant, donation, loan or otherwise (whether or not for valuable consideration),
- 4 8 to produce, purchase, accept, hire, take on loan, store, conserve, preserve, maintain, loan, donate and sell Educational Material,
- 4 9 to allow public access to Educational Material at reasonable times and at such reasonable charges (if any) as the Trustees think fit,
- 4 10 to promote, sponsor or provide or assist in the promotion, sponsoring or provision of educational lectures, conferences, discussions and seminars,
- 4 11 to support, administer or set up other charities or other bodies,
- 4 12 to promote, commission or carry out the collection, analysis or publication of information of all types and in all forms, on such terms as shall be thought fit,
- 4 13 to consult, advise, co-operate with or assist others in any ventures or initiatives or any other matters which promote, directly or indirectly, all or any of the Objects,
- 4 14 to acquire and take over to such an extent as may be thought fit (and permitted by law) the assets, liabilities and undertakings of any person or body whatsoever,
- 4 15 to raise funds (but not by means of carrying on a trade or business on a continuing basis which is for the principal purpose of raising funds rather than for the purpose of actually carrying out the Objects, unless the income of the Charity from that trade or business is exempt from tax by reason of any legislation or concession from time to time in force),

- 4 16 to invite, receive and accept financial assistance (whether private or public), subscriptions, donations, gifts, endowments, sponsorship, fees, legacies and bequests of any real or personal estate,
- 4 17 to act as trustee of charitable trusts jointly with one or more other trustees or, where it may legally do so, as sole trustee,
- 4 18 to enter into any funding or other arrangement with any government or any other authority and to obtain from such government or authority any rights, concessions, privileges, licences and permits,
- 4 19 to guarantee the performance of the contracts or obligations of any person or organisation, and to give any warranties, indemnities, guarantees or undertakings on account of any covenants, promises, pledges, assurances or trusts that might be undertaken by the Charity or in connection with any agreement or arrangement whatsoever, whether or not the Charity is a party to the same,
- 4 20 subject to such consents or procedures as may be required by law, to borrow money and give security for loans,
- 4 21 to purchase, take on lease or in exchange, hire or otherwise acquire property or any interest in, or relating to, property of such kind and on such terms, and to appoint such advisers, surveyors, managers and builders and other advisers and contractors on such terms as the Trustees shall determine,
- 4 22 to construct, maintain, alter and demolish buildings,
- 4 23 subject to such consents or procedures as may be required by law, to let, licence or dispose of all or any assets held from time to time by or on behalf of the Charity,
- 4 24 to set aside funds for special purposes or as reserves against future expenditure,
- 4 25 to deposit or invest the monies of the Charity not immediately required for its operations in any manner as may be thought fit (including but not limited to the establishment of trading or other subsidiaries of any kind), subject to such conditions (if any) and such consents or procedures (if any) as may for the time being be imposed or required by law,
- 4 26 to delegate the management of investments to a Financial Expert, but only on terms that
 - (a) the investment policy is set down in writing for the Financial Expert by the Trustees,
 - (b) the performance of the investments is reviewed regularly with the Trustees,

- (c) the Trustees are entitled to cancel the delegation arrangement at any time,
 - (d) the investment policy and the delegation arrangement are reviewed at least once a year,
 - (e) 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, and
 - (f) the Financial Expert does not do anything outside the powers of the Trustees,
- 4 27 to arrange for investments or other property of the Charity to be held in the name of a nominee under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required,
- 4 28 to employ or otherwise contract for the services of agents, staff or advisers (upon such terms and conditions as may be thought fit) and, subject to clause 5, to remunerate any person, firm or company rendering services to the Charity and provide and contribute to pension and other death-in-service or other benefits for employees and former employees of the Charity and their widows, children or other dependants,
- 4 29 to delegate functions to committees, officers and/or employees or other staff of the Charity,
- 4 30 to insure the property of the Charity (including, for the avoidance of doubt, any property not owned by the Charity but under its control) against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 4 31 subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled to indemnify every Trustee or other officer of the Charity (other than any person engaged by the Charity as auditor) out of the assets of the Charity against any liability incurred by him for negligence, default, breach of duty or trust in relation to the affairs of the Charity, provided that such indemnity shall not provide for, or entitle any such person to, indemnification to the extent that it would be treated as void under the Act,
- 4 32 to pay out of the Charity's funds premiums on insurance policies to cover the liability of the Trustees which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Charity,
- 4 33 to enter into contracts of any type, including contracts to provide services to or on behalf of other bodies or persons,

- 4 34 to incorporate, establish and promote subsidiary companies (whether or not wholly owned by the Charity) to further the Objects (or any of them), to assist or act as agents for the Charity or otherwise where the incorporation, establishment and promotion of such companies is expedient or generally beneficial and largely in the interests of the Charity,
- 4 35 to amalgamate with any other bodies which are charitable and have objects similar to all or any of the Objects and which prohibit the payment of any dividend or profit to, and the distribution of assets amongst, their members at least to the same extent as is the case in this memorandum,
- 4 36 to pay out of the funds of the Charity the costs of and incidental to the formation and registration of the Charity,
- 4 37 to do all or any of the above things in any part of the world as principal, agent, contractor, trustee or otherwise, and either alone or in conjunction with or through the medium of others, and
- 4 38 do all such other lawful things as are necessary for or are incidental or conducive to the furtherance of the Objects

5 Application of Income and Property

- 5 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity No part of the income or capital may be paid or transferred, directly or indirectly, to the members of the Charity, whether by way of dividend or bonus or in any other way that amounts to a distribution of profits or surplus This does not prevent the payment of
 - (a) reasonable and proper remuneration to any officer, employee or member of the Charity in return for any services provided to the Charity,
 - (b) a reasonable rate of interest on money lent to the Charity,
 - (c) a reasonable rent or hiring fee for property let or hired to the Charity, and
 - (d) premiums on the indemnity insurance referred to in clause 4
- 5 2 A Trustee must not receive Material Benefit from the Charity except
 - (a) as permitted by law,
 - (b) as mentioned in clauses 5 1 and 5 3,

- (c) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in carrying out the Charity's business, and
- (d) in exceptional cases, other payments or benefits (but only with the written approval of the Charity Commission in advance)

5 3 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

- (a) the goods or services are actually required by the Charity,
- (b) the nature and level of remuneration is no more than is reasonable in relation to the value of the goods or services,
- (c) no more than one half of the Trustees are subject to such a contract in any financial year, and
- (d) the Trustees comply with the procedures set out in clause 5 4 and any such additional procedures as are required by law

5 4 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

- (a) declare an interest as or before discussion begins on the matter,
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information,
- (c) not be counted in the quorum for that part of the meeting,
- (d) withdraw during the vote and have no vote on the matter, and
- (e) comply with such additional procedures as are required by law

5 5 This clause 5 may not be amended without the prior written consent of the Charity Commission

6 Limited Liability

The liability of the members is limited

7 Guarantee

Each member promises, if the Charity is dissolved, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity

8 Dissolution

If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways

- 8 1 by transfer to one or more other organisations established for exclusively charitable purposes within, the same as or similar to the Objects, or
- 8 2 directly for the Objects or charitable purposes within, the same as or similar to the Objects

9 Interpretation

- 9 1 Words and expressions defined in the Articles have the same meanings in the Memorandum
- 9 2 References to an Act of Parliament are references to such Act as amended or re-enacted from time to time and to any subordinate legislation made under it

We wish to be formed into a company under this Memorandum of Association

NAMES AND ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

Name John James

John James

Address Parkfield Cottage
18 Osterley Road
Isleworth
Middlesex
TW7 4PF

Witness to the above signature

Name M T Duffy

Address 8 Parkfield
Osterley Road
London
TW7 4PF

Occupation Director

Signature

M T Duffy

Date 2 June 2007

NAMES AND ADDRESSES OF SUBSCRIBERS**SIGNATURES OF SUBSCRIBERS**

Name Neil Townshend

Neil Townshend

Address Peel House
High Street
Broadway
Worcs
WR12 7AJ

Witness to the above signature

Name Emma Jane Billings

Address The Old Stables
129 High Street
Broadway
Worcs
WR12 7AL

Occupation General Practitioner

Signature

E J Billings

Date 1 6 07

NAMES AND ADDRESSES OF SUBSCRIBERS**SIGNATURES OF SUBSCRIBERS**

Name Colin Moynihan

Moynihan

Address Hartley House
Ash Road
Hartley
Longfield
Kent
DA3 8EX

Witness to the above signature

Name Michelle McGowan

Address 69 Ferncroft Avenue
Ruislip
Middlesex
HA4 9JE

Occupation P A

Signature

M A McGowan

Date 31 05 07

Company No: 6272889

Charity No: 1122080

Companies Act 1985 and 1989

Company limited by guarantee and not having a share capital

Articles of Association

of

British Olympic Foundation

1 Table C

The Regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) shall not apply to the Charity

2 Interpretation²

In these Articles and the Memorandum

'the Act'	means the Companies Act 1985,
'AGM'	means an annual general meeting of the Charity,
'Articles'	means these articles of association,
'BOA'	The British Olympic Association, a company limited by guarantee (company no 01576093) whose registered office is at 60 Charlotte Street, London W1T 2NU, ³
'BOA Trustee'	the Trustee nominated by the BOA and appointed by the members pursuant to Article 7, ⁴

² As amended by Special Resolution dated 14 November 2012

³ As inserted by Special Resolution dated 2 January 2014

⁴ As inserted by Special Resolution dated 2 January 2014

'Chairman'	means the chairman of the Trustees who is himself a Trustee,
'clear day'	means 24 hours from midnight following the relevant event,
'Charity'	means the company governed by these Articles,
'charitable'	means exclusively charitable under the law of England and Wales,
'the Charity Commission'	means the Charity Commissioners for England and Wales or any statutory successor,
'Educational Material'	means educational material in any form including, but not limited to, written, visual and digital media,
'EGM'	means an extraordinary general meeting of the Charity,
'electronic communication'	means electronic communication as defined in the Electronic Communications Act 2000,
'Financial Expert'	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000,
'Material Benefit'	means a payment of money or other benefit which may not be financial but has a monetary value (whether directly or indirectly),
'members' and 'membership'	refer to membership of the Charity,
'Memorandum'	means the Charity's Memorandum of Association,
'month'	means calendar month,
'the Objects'	means the objects of the Charity as set out in clause 3 of the Memorandum,
'Olympism'	has the meaning given to it in the Olympic Charter, Fundamental Principles, paragraph 2 – that is, a philosophy of life, exalting and combining in a balanced whole the qualities of body, will and mind, which, blending sport with culture and education, seeks to create a way of life based on the joy of effort, the educational value of good example

and respect for universal fundamental ethical principles,

'Trustee'

means a trustee of the Charity and 'Trustees' means all of the Trustees or a duly convened meeting of the Trustees For the avoidance of doubt, the Trustees are the directors (for the purposes of the Act) and the charity trustees of the Charity,

'written' or 'in writing'

refers (to the extent permissible by law) to a legible document on paper including a fax message and electronic mail (which is capable of being reproduced in paper form), and

'year'

means a calendar year

2 1 Words importing the masculine gender only shall include the feminine gender Words importing the singular number only shall include the plural number, and vice versa

2 2 Subject to this article 2, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act

2 3 Any reference to 'person' or 'persons' includes natural persons, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality)

2 4 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under them or any one of them

3 Membership

3 1 The Charity must keep a register of members as required by the Act

3 2 The Trustees from time to time shall be members of the Charity

3 3 Membership of the Charity shall not be transferable and shall terminate immediately upon the relevant member ceasing to be a Trustee

4 General Meetings

4 1 The Trustees may call general meetings and, on the requisition of members representing not less than one tenth of the total voting rights of all the members having a right to vote at general meetings of the Charity (in accordance with the Act), shall proceed to convene an EGM for a date not later than seven weeks after receipt of the requisition

4 2 All general meetings other than AGMs shall be called EGMs

5 Notice of General Meetings

5 1 An AGM and an EGM held for the passing of a special resolution shall be called by at least twenty-one clear days' notice or such other notice period as may be specified in the Act. All other EGMs shall be called by at least fourteen clear days' notice or such other notice period as may be specified in the Act

5 2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted, the details of any special resolutions to be considered and, in the case of notice of an AGM, shall specify the meeting as such

5 3 Subject to the provisions of these Articles and to any restrictions imposed on voting, the notice shall be given to the members, to the Trustees and to the auditors

5 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

6 Proceedings at General Meetings

6 1 No business shall be transacted at any general meeting unless a quorum is present. A quorum shall be two⁵

6 2 If the requirement of article 6 1 is not satisfied 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 members present may determine

6 3 If present, the Chairman of the Trustees, or, in his absence, the Vice-Chairman of the Trustees, shall chair the meeting. In the absence of both the Chairman and Vice-Chairman, the members shall from within their number elect a chairman to chair the meeting

6 4 The chairman of the meeting may, with the consent of the members, (and shall if so directed by the members) 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'

⁵ As amended by Special Resolution dated 14 November 2012

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.

- 6.5 A resolution put to the vote of a meeting shall be decided on a show of hands of those members entitled to vote. Subject to the provisions of the Act, a poll may be demanded. If a poll is demanded it shall be taken in such manner as the chairman, acting reasonably, directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The declaration by the chairman of the result of the poll shall be conclusive.
- 6.6 A resolution shall be duly passed if a simple majority, or such a higher percentage as may be required by the Act, of the members present and entitled to vote votes in its favour.
- 6.7 The chairman of the meeting shall not have a casting vote in addition to any other vote he may have.
- 6.8 Subject to the provisions of the Act, a written resolution signed by all, or such other proportion as may be required by the Act, of the members entitled to attend and vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature).
- 6.9 No objection shall be raised to the qualification of a voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

7 Trustees' Appointment

- 7.1 There shall be a minimum of three and a maximum of nine Trustees⁶, one of whom must be the BOA Trustee⁷.
- 7.2 The members may, by ordinary resolution at a general meeting or by written resolution, appoint a person who is willing to act to serve as a Trustee, either to fill a vacancy or as an additional Trustee.
- 7.3 The BOA Trustee shall be

⁶ As amended by Special Resolution dated 14 November 2012

⁷ As amended by Special Resolution dated 2 January 2014

(a) nominated by the BOA, by the service of a notice on the Trustees signed by the chairman of the BOA, and

(b) appointed by the members in accordance with these Articles ⁸

7 4 Where there is a vacancy in the position of BOA Trustee including by virtue of the expiry of the term of office of the BOA Trustee

(a) the Trustees shall liaise with the BOA to facilitate the nomination and appointment of a new BOA Trustee as soon as reasonably practicable, and

(b) the members shall appoint the BOA's nominee unless they have a reasonable objection (in which case the BOA shall make further nomination(s) on the same basis) ⁹

7 5 Subject to Article 9

(a) the term of office as Trustee of each of John James and Neil Townshend (being two of the first Trustees of the Charity) shall be six years (the "six year term"), save that¹⁰

(1) if the term of office of either (or both) of John James or Neil Townshend shall come to an end (whether by death or otherwise) before the expiry of the six year term, a Trustee (or Trustees) shall be appointed as successor (a "successor trustee") to hold office for the remainder of the six seven year term, and

(2) the term of office of John James and Neil Townshend (or their successor trustees) shall not end unless there shall be in office as Trustees at least four Trustees,¹¹

(b) on the expiry of their six year term John James and Neil Townshend shall be eligible for re-appointment under Article 7 2,¹²

(c) the term of office for Trustees appointed after 1 January 2012 shall, unless otherwise agreed, be four years, and^{13 14}

⁸ As inserted by Special Resolution dated 2 January 2014

⁹ As inserted by Special Resolution dated 2 January 2014

¹⁰ As amended by Special Resolution dated 14 November 2012

¹¹ As amended by Special Resolution dated 14 November 2012

¹² As inserted by Special Resolution dated 14 November 2012

- (d) subject to remaining eligible to be a Trustee, any Trustee may be re-appointed or re-elected as such
- 7 6 No person may be appointed or re-appointed as a Trustee (other than the BOA Trustee) at any general meeting unless ¹⁵
 - (a) either he is recommended by the Trustees,¹⁶ or
 - (b) not less than fourteen days or more than thirty five clear days before the date of the meeting the Charity is given notice that
 - (1) is signed by a member entitled to vote at the meeting,
 - (2) states the member's intention to propose the appointment or reappointment of a person as a Trustee,
 - (3) contains the details that, if the person were to be appointed, the Charity would have to file at Companies House, and
 - (4) is signed by the person who is proposed to show his willingness to act
- 7 7 No person may be appointed or re-appointed as the BOA Trustee at any general meeting unless he is nominated by the BOA by the service of a notice on the Trustees signed by the chairman of the BOA ¹⁷
- 7 8 A notice of a general meeting of the Charity must include
 - (a) the name of any person who is recommended by the Trustees for appointment or reappointment as a Trustee, or in respect of whom notice has been duly given under article 7 6(b) above, and/or
 - (b) the name of any person who is nominated by the BOA to be the BOA Trustee ¹⁸
- 7 9 The Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee (unless he is a successor Trustee, as defined in Article 7 5(a)) holds office only

¹³ Previous Article 7 4 (b) removed by Special Resolution dated 14 November 2012

¹⁴ As amended by Special Resolution dated 14 November 2012

¹⁵ As amended by Special Resolution dated 2 January 2014

¹⁶ As amended by Special Resolution dated 2 January 2014

¹⁷ As inserted by Special Resolution dated 2 January 2014

¹⁸ As inserted by Special Resolution dated 2 January 2014

until the next general meeting of the Charity. If a co-opted Trustee is not re-appointed at that general meeting, he or she will automatically vacate office at the end of that meeting¹⁹

8 Chairman and Vice-Chairman of the Trustees

8.1 The first Chairman of the Trustees shall be John James, whose term as Chairman shall continue until he resigns the office by written notice to the Trustees or until he ceases to be a Trustee, whichever is earlier. Any subsequent Chairman shall be elected by the Trustees from among their number for such term as they think fit and may be re-elected by the Trustees for a further term or terms of office²⁰. The BOA Trustee may not be the Chairman²¹.

8.2 The first Vice-Chairman of the Trustees shall be Neil Townshend, whose term as Vice-Chairman shall continue until he resigns the office by written notice to the Trustees or until he ceases to be a Trustee, whichever is earlier. Any subsequent Vice-Chairman shall be elected by the Trustees from among their number for such term as they think fit and may be re-elected by the Trustees for a further term or terms of office²².

9 Disqualification and Removal of Trustees

- 9.1 A Trustee's term of office automatically terminates if he
- (a) is unable or unfit to discharge the functions of a Trustee,
 - (b) resigns by written notice to the Trustees,
 - (c) is removed from office by the members pursuant to section 303 of the Act,
 - (d) is absent without permission from more than three consecutive meetings of the Trustees,
 - (e) becomes prohibited by law from being a charity trustee or company director,
 - (f) becomes bankrupt or makes any arrangement or composition with his creditors generally,
 - (g) ceases to be a member of the Charity for whatever reason,

¹⁹ Articles 7.8 and 7.9 removed by Special Resolution dated 14 November 2012

²⁰ As amended by Special Resolution dated 14 November 2012

²¹ As amended by Special Resolution dated 2 January 2014

²² As amended by Special Resolution dated 14 November 2012

- (h) is disqualified from working with children under sections 28 and 29 of the Criminal Justice and Court Services Act 2000, or
- (i) has, at any time, been convicted of any criminal offence, excluding any offence for which the maximum sentence is a fine or a lesser sentence and any offence that has been spent under the Rehabilitation of Offenders Act 1974 as amended

10 Proceedings of the Trustees and the Chairman

- 10 1 The Trustees shall have the control of the Charity and its property and funds
- 10 2 Subject to the provisions of these Articles and the Act, 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
- 10 3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by any Trustee entitled to receive notice, shall not invalidate the proceedings at that meeting
- 10 4 The Trustees may establish a committee or committees comprising such persons, whether Trustees or otherwise, as it shall think fit. At least one member of every committee (except an advisory committee established under article 10 5) must be a Trustee and all proceedings of committees must be reported promptly to the Trustees
- 10 5 The Trustees may establish an advisory committee or committees which shall comprise such persons, whether Trustees or otherwise, as it shall think fit. Advisory committees shall act in a consultative and advisory capacity
- 10 6 The functions, proceedings and powers of committees established by the Trustees (whether under article 10 4 or 10 5) shall be of such scope and governed by such rules as the Trustees may prescribe
- 10 7 The minimum number of Trustees' meetings to be held each year may be fixed by the Trustees from time to time and unless so fixed shall be two
- 10 8 Questions arising at the meeting of the Trustees shall be decided by a majority of the votes of the Trustees. The Chairman shall not have a second or casting vote
- 10 9 The quorum for the transaction of the business of the Trustees shall be two²³

²³ As amended by Special Resolutions dated 13 March 2008 and 14 November 2012

- 10 10 The Trustees may act notwithstanding any vacancies in their number, but, if the numbers of Trustees means that a quorum in accordance with article 10 9 cannot be achieved, then the continuing Trustees may act only for the purpose of filling vacancies or calling a general meeting
- 10 11 All acts done by a meeting of the Trustees or of a committee appointed under article 10 4, or by a person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote
- 10 12 A written resolution signed by all, or such other proportion as may be required by the Act, of the Trustees entitled to receive notice of a meeting of the Trustees is as valid as a resolution actually passed at a meeting of the Trustees duly convened and held (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)
- 10 13 Any Trustee may participate in a meeting of the Trustees by means of telephone, or some other oral form of communication, whereby all persons participating in the meeting can hear each other and speak to each other and participation in a meeting in this manner shall constitute presence in person at such a meeting, provided that the number of Trustees then present constitutes a quorum for the transaction of the business of the Trustees under these Articles

11 Minutes

- 11 1 The Trustees shall cause minutes to be made in books (or other recordable format) kept for the purpose
- (a) of all appointments of officers made by the Trustees, and
 - (b) of all proceedings at meetings of the Charity, and of the Trustees, and of committees of the Trustees, including the names of the Trustees present at each such meeting

12 Notices

- 12 1 Any notice to be sent to or by any person pursuant to these Articles including a notice calling a meeting of the Trustees shall be in writing and may be delivered or sent by post or using electronic communications to an address for the time being notified for that purpose to the person giving the notice In this Article 'address' in relation to electronic

communications, includes any number or address used for the purpose of such communications

12 2 The Charity may give any notice to members either personally, using electronic communication or by sending it by post in a prepaid envelope addressed to a member at his address or by leaving it at that address

12 3 Any notice, if served by post, shall be deemed to have been served on the second day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed, prepaid and posted. A notice or other document contained in an electronic communication shall be deemed sent on the day following that on which the electronic communication was sent and electronic confirmation of receipt shall be conclusive evidence that a notice was given to a facsimile number or email address

12 4 If a member or Trustee is present at any meeting of the Charity he shall be deemed to have received notice of the meeting and where requisite, of the purposes for which it was called

13 Winding up

13 1 On the winding up and dissolution of the Charity the provisions of the Memorandum shall have effect as if repeated in these Articles

14 Indemnity

14 1 Subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Trustee or other officer of the Charity (other than any person engaged by the Charity as auditor), shall be indemnified out of the assets of the Charity against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity, provided that this article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this article, or any element of it, to be treated as void under the Act

14 2 The Charity may pay out of its funds premiums on insurance policies to cover the liability of the Trustees which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Charity

We wish to be formed into a company under these Articles of Association

NAMES AND ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

Name John James

John James

Address Parkfield Cottage
18 Osterley Road
Isleworth
Middlesex
TW7 4PF

Witness to the above signature

Name M T Duffy

Address 8 Parkfield
Osterley Road
London
TW7 4PF

Occupation Director

Signature M T Duffy

Date 2 June 2007

NAMES AND ADDRESSES OF SUBSCRIBERS**SIGNATURES OF SUBSCRIBERS**

Name Neil Townshend

Neil Townshend

Address Peel House
High Street
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Worcs
WR12 7AJ

Witness to the above signature

Name Emma Jane Billings

Address The Old Stables
129 High Street
Broadway
Worcs
WR12 7AL

Occupation General Practitioner

Signature

E J Billings

Date 1 6 07

NAMES AND ADDRESSES OF SUBSCRIBERS**SIGNATURES OF SUBSCRIBERS**

Name Colin Moynihan

Moynihan

Address Hartley House
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Witness to the above signature

Name Michelle McGowan

Address 69 Ferncroft Avenue
Ruislip
Middlesex
HA4 9JE

Occupation P A

Signature

M A McGowan

Date 31 05 07