



**FILE COPY**

**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE LIMITED COMPANY**

Company No. 6748835

The Registrar of Companies for England and Wales hereby certifies that

**OUTWARD BOUND GLOBAL**

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House on **13th November 2008**



**\*N06748835S\***



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

THE COMPANIES ACTS 1985 1989 AND 2006

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL



MEMORANDUM OF ASSOCIATION

of

OUTWARD BOUND GLOBAL

1. NAME

The name of the Charity is OUTWARD BOUND GLOBAL.

2. REGISTERED OFFICE

The registered office of the Charity is to be in England and Wales

3. OBJECTS

The Objects of the Charity are to promote for the public benefit the personal development of young people by education and instruction through participation in a wide range of activities with special emphasis on physical endeavour in the outdoors

4. POWERS

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

- 4 1 to establish, form, maintain, promote, manage, finance, federate or affiliate with, or assist centres, camps, training establishments, courses, clubs or other organisations,



- 4 2 to promote or carry out research,
- 4 3 to provide advice,
- 4 4 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences broadcasts or courses of instruction,
- 4 5 to publish or distribute information,
- 4 6 to co-operate with other bodies;
- 4 7 to enter into any funding or other arrangement with any government or any other authority (supreme, municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits,
- 4 8 to support, administer or set up other charities and undertake and execute charitable trusts,
- 4 9 to raise funds (but not by means of taxable trading),
- 4 10 to take and accept any gift of money, property or other assets whether subject to any special trusts or not,
- 4 11 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Acts),
- 4 12 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter property of any kind,
- 4 13 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Acts),
- 4 14 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications,
- 4 15 to pay any rent and other outgoings and expenses and execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of property,
- 4 16 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity,

- 4 17 to make grants or loans of money and to give guarantees,
- 4 18 to set aside funds for special purposes or as reserves against future expenditure,
- 4 19 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts,
- 4 20 to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert, unless the Trustees reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification),
- 4 21 to delegate the management of investments to a financial expert, but only on terms that
- (a) require the financial expert to comply with any investment policy (and any revision of that policy) set down in writing for the financial expert by the Trustees,
  - (b) require the financial expert to report every transaction to the Trustees promptly,
  - (c) require the financial expert to review the performance of the investments with the Trustees regularly,
  - (d) entitle the Trustees to cancel the delegation arrangement at any time,
  - (e) require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once every 24 months,
  - (f) require all payments to the financial expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Trustees on receipt,
  - (g) prohibit the financial expert from doing anything outside the powers of the Trustees,
- 4 22 to arrange for investments or other property of the Chantry to be held in the name of a nominee (being a corporate body controlled by the Trustees or by a financial expert acting under the instructions of the Trustees) and to pay any reasonable fee required,

- 4 23 to insure the property of the Charity and take out other insurance policies to protect the Charity when required,
- 4 24 to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,
- 4 25 subject to Clause 5, to employ paid or unpaid agents, staff or advisers,
- 4 26 to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Charity or any of them or otherwise to make provision for such officers employees and workers, their widows and children,
- 4 27 to enter into contracts to provide services to or on behalf of other bodies,
- 4 28 to arrange for the amalgamation or merger of the Charity with any charitable organisation the purposes of which in the opinion of the Trustees are similar to the purposes of the Charity either alone or as amalgamated,
- 4 29 to establish or acquire subsidiary companies to assist or act as agents for the Charity,
- 4 30 to pay the reasonable and proper costs of forming and administering the Charity, and
- 4 31 to do anything else within the law which promotes or helps to promote the Objects

## **5. BENEFITS TO MEMBERS AND TRUSTEES**

- 5 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but
  - (a) Members and Trustees may be paid interest at a reasonable rate on money lent to the Charity,
  - (b) Members and Trustees may be paid a reasonable rent or hiring fee for property let or hired to the Charity,

- (c) Members and Trustees who are beneficiaries of the Charity may receive charitable benefits in that capacity.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
- (a) as mentioned in Clauses 4.23, 5.1(b), 5.1(c), 5.1(d) or 5.3,
  - (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity,
  - (c) an indemnity in respect of any liabilities properly incurred in running the Charity or otherwise against any relevant liability,
  - (d) payment to any company in which a Trustee has no more than a 1% shareholding,
  - (e) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 5.3 Any Trustee (or any person connected to a Trustee whose remuneration might result in a Trustee obtaining a material benefit) 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 the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Clause 5.4,
  - (c) in any financial year, no more than one half of the Trustees are subject to such a contract (or have a person connected to them who is subject to such a contract)
- 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 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, and

(d) withdraw during the vote and have no vote on the matter

5 5 Whenever a Trustee has a direct or indirect interest in a matter that conflicts or may conflict with the interests of the Charity, the Trustees may authorise the matter provided that

(a) authorisation will not result in the Trustee receiving a benefit that is not permitted by the Memorandum, and

(b) where applicable, the procedure in Clause 5 4 has been followed

5 6 This Clause may not be amended without the prior written consent of the Commission

## **6. LIMITED LIABILITY**

The liability of the Members is limited

## **7. GUARANTEE**

Every Member promises, if the Charity is dissolved while he remains a Member or within 12 months afterwards, to pay up to Ten Pounds (£10) towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a Member

## **8. DISSOLUTION**

8 1 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 to be determined by the Members or (if the Members are unable or unwilling to act) the Trustees

(a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,

(b) directly for the Objects or charitable purposes within or similar to the Objects,

(c) in such other manner consistent with charitable status as the Commission

approves in writing in advance

8 2 A final report and statement of account must be sent to the Commission

## **9. INTERPRETATION**

9 1 Words and expressions defined in the Articles have the same meanings in this Memorandum

9 2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

9 3 Throughout this Memorandum "charitable" means charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with any statutory provision regarding the meaning of the word "charitable" or the words "charitable purposes" in force in any part of the United Kingdom For the avoidance of doubt, the system of law governing the constitution of the Charity is the law of England and Wales



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

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NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

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MR IAN RODERICK GOWRIE-SMITH  
132½ Fulham Road  
London  
SW3 6HX



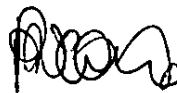
Signature of witness ~~SEUGER~~

Name SIMONE MAUGER

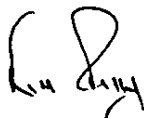
Address 51 HENRY DOULTON DRIVE  
LONDON, SW17 6DA

Occupation DA.

MR PETER STEPHEN NEUMARK  
Brynbellia  
Tremeirchion  
Nr St Asaph  
LL17 0UE



Signature of witness



Name

DAVID KIM BARRY

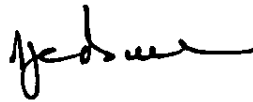
Address

53 MAIN STREET, SEDBERGH, CUMBRIA

Occupation

COMPANY DIRECTOR

MR NIGEL JAMES CUBITT BUCHANAN  
16 Park Avenue South  
Harpenden  
Herts  
AL5 2EA



Signature of witness



Name

David Kim Barry

Address

53 MAIN STREET, SEDBERGH, CUMBRIA.

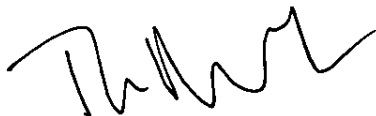
Occupation

COMPANY DIRECTOR

MR JOHN DAMIAN SPURLING OBE  
Apt 22, 34 Bryanston Square  
London  
W1H 2DY



Signature of witness



Name

NICK BARRETT

Address

Briar Rigg House, Brundholme Rd, Kewick, Cumbria  
CA12 4NL

Occupation

Company Director

---

Dated

13 November

2008

THE COMPANIES ACTS 1985 1989 AND 2006

---

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

---

ARTICLES OF ASSOCIATION

of

OUTWARD BOUND GLOBAL

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**1. MEMBERSHIP**

- 1 1 The Charity must maintain a register of Members in accordance with the Companies Acts
- 1 2 The Members shall be the subscribers to the Memorandum and such other Trustees who indicate their willingness to act as Members
- 1 3 Membership is terminated if the Member concerned.
- (a) gives at least seven days' written notice of resignation to the Charity,
  - (b) dies,
  - (c) ceases to be a Trustee, or
  - (d) is removed from Membership by resolution passed at a meeting of the Trustees on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Charity, but only after
    - (i) submitting to the Member a request to resign in accordance with Article 1 4, and (if the Member in question does not resign)
    - (ii) notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within 14 clear days after receiving notice

1 4 If in the reasonable opinion of the Trustees a Member's continued Membership is harmful to the Charity the Trustees may by notice in writing request that Member to resign from Membership within such period as is specified in the notice No such notice shall be sent other than on a resolution passed at a meeting of the Trustees by a majority of the total number of Trustees

1 5 Membership of the Charity is not transferable

## **2. GENERAL MEETINGS**

2 1 Members are entitled to attend general meetings personally or by proxy General meetings are called on at least 14 clear days' written notice specifying the business to be discussed

2 2 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least three (or one-tenth of the Members if greater)

2 3 The Chairman or (if the Chairman is unable or unwilling to do so) a Member elected by those present presides at a general meeting

2 4 A general meeting may be called at any time by the Trustees

2 5 A general meeting may be called on a written request to the Trustees from at least 10% of the Members or, if more than twelve months have passed since the Charity last held a general meeting, from 5% of the Members

2 6 On receipt of a written request made pursuant to Article 2 7, the Trustees must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the general meeting

2 7 In addition and without prejudice to the provisions of the Companies Acts the Members may by ordinary resolution remove any Trustee before the expiration of his period of office and may by ordinary resolution appoint another suitably qualified person in his stead

## **3. VOTING AT GENERAL MEETINGS**

3 1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded

- 3 2 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast
- 3 3 Subject to Article 3 4, every Member present in person or by proxy has one vote on each issue
- 3 4 A person who has been appointed as proxy for more than one Member has only one vote on a show of hands
- 3 5 A poll on a resolution may be demanded and withdrawn in accordance with the Companies Acts
- 3 6 Polls must be taken immediately and in such manner as the chairman of the meeting directs

#### **4. APPOINTMENT OF PROXIES**

- 4 1 Any appointment of a proxy must be made in such form as the Trustees prescribe from time to time
- 4 2 Unless a proxy notice indicates otherwise, it should be treated as
- (a) allowing the proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting,
  - (b) appointing the proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself
- 4 3 An appointment under a proxy notice may be revoked by notice in writing but such revocation will not take effect unless the Charity receives the notice before the start of the meeting to which it relates

#### **5. WRITTEN RESOLUTIONS**

- 5 1 The Members may pass written resolutions in accordance with the procedures prescribed in the Companies Acts
- 5 2 For the avoidance of doubt, the following may not be passed as a written resolution
- (a) a resolution to remove a Trustee before his period of office expires, and
  - (b) a resolution to remove an auditor before his period of office expires

**6. THE PATRON**

6 1 There may be a Patron who shall be elected in accordance with the Regulations and shall hold office for a mutually agreed term.

6 2 The Patron may, but need not, be a Trustee

**7. THE CHAIRMAN**

7 1 The Trustees shall have power to appoint (and remove) the Chairman from among their number

7 2 The Chairman shall serve for such term as is agreed at the time of his appointment provided that, prior to its determination the Trustees shall have power to extend such term for a further period of five years on such number of occasions as they see fit

**8. THE TRUSTEES**

8 1 The Trustees as charity trustees have control of the Charity and its property and funds

8 2 The Trustees when complete consist of at least three and not more than fifteen individuals

8 3 All of the Trustees other than the Chairman and (if he is a Trustee) the Patron must retire at each Approval Meeting, such resignation to take effect at the close of the meeting

8 4 Any retiring Trustee may be re-appointed by the Trustees at the same Approval Meeting, such re-appointment to take effect from the close of the meeting, provided that no Trustee may be re-appointed under this Article for more than nine additional consecutive terms of office

8 5 Subject to Article 8 4, a retiring Trustee shall be deemed to have been re-elected unless at the Approval Meeting it is resolved not to fill the vacancy or a resolution to re-appoint him is put to the vote and lost

8 6 The Trustees shall have power at any time to appoint any individual to be a Trustee, either to fill a casual vacancy or as an addition to the existing Trustees, provided that the total number of Trustees shall not at any time exceed the maximum number fixed

by Article 8 2 Any Trustee so appointed shall hold office only until the conclusion of the following Approval Meeting but shall be eligible for re-election at that meeting

8 7 A Trustee's term of office automatically terminates if he

- (a) is disqualified under the Charities Acts from acting as a charity trustee,
- (b) is incapable, whether mentally or physically, of managing his own affairs,
- (c) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office),
- (d) is removed by resolution passed under Article 2 9 after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views

8 6 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## **9. PROCEEDINGS OF TRUSTEES**

9 1 The Trustees must hold at least one meeting each year including the Approval Meeting Notice shall be given to all Trustees in advance of each meeting of the matters to be discussed at that meeting and no decision shall be reached at any meeting on any substantive matter of which such notice has not been given

9 2 A quorum at a meeting of the Trustees is three Trustees or such greater number as the Trustees may determine.

9 3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees which may include conference telephone in which all participants may communicate with all the other participants

9 4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting

9 5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees other than the Chairman who would have been eligible to vote on the matter at a meeting of the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)

9.6 Every Trustee has one vote on each issue with the exception of the Chairman, who has no vote save that, in the event of an equality of votes, the Chairman shall have a casting vote

9.7 A resolution at a Trustees' meeting shall be decided by a show of hands, unless any Trustee present shall demand a ballot or postal vote. Any decisions taken by ballot or postal vote shall be determined by a majority of those present and voting (in the case of a ballot) and by a majority of those voting (in the case of a postal vote)

9.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## **10 POWERS OF THE TRUSTEES**

10.1 The business of the Charity shall be managed by the Trustees who, subject to such regulations as may be made and varied from time to time by the Members in general meeting, may exercise all such powers of the Charity and do on behalf of the Charity all such acts as may be exercised and done by the Charity that are not by the Acts or by these Articles or by such regulations required to be exercised or done by the Members in general meeting. However, no regulation made by the Members in general meeting shall invalidate any prior act of the Trustees which would have been valid if such regulation had not been made

10.2 The Trustees have the following powers in the administration of the Charity

- (a) to appoint (and remove) any individual (who may be a Trustee) to act as Secretary to the Charity,
- (b) to delegate any of their functions to committees consisting of two or more individuals appointed by them, provided that all proceedings of committees must be reported promptly to the Trustees and the Chairman of every committee must be a Trustee,
- (c) to make standing orders consistent with the Memorandum, these Articles and the Companies Acts to govern proceedings at general meetings, Executive meetings and meetings of committees,
- (d) to make Regulations which shall be consistent with the Memorandum, these Articles and the Companies Acts to govern the administration of the Charity, the appointment of the Patron, the conduct of the General Council and the use of the Charity's seal (if any), and



(e) to establish procedures to assist the resolution of disputes within the Charity

10 3 The Trustees may act notwithstanding any vacancies, provided that if the Trustees shall at any time be less than three it shall be lawful for them to act for the purposes of filling vacancies in their body or summoning a general meeting but not for any other purpose

## **11. RECORDS & ACCOUNTS**

11 1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Acts as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of

(a) annual reports,

(b) annual returns, and

(c) annual statements of account

11 2 The Trustees must keep proper records of

(a) all resolutions of Members passed otherwise than at a general meeting,

(b) all proceedings at general meetings,

(c) all proceedings at meetings of the Trustees,

(d) all reports of committees, and

(e) all professional advice obtained

11 3 The records referred to in Articles 11 2(a), 11 2(b) and 11 2(c) must be kept for 10 years from the date of the resolution, general meeting or Trustees' meeting, as relevant

11 4 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide

11 5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Trustee or Member, free of charge. A copy of either document must also be supplied within two months to any other person who makes a

written request for it and pays the Charity's reasonable costs.

## **12. COMMUNICATION WITH MEMBERS**

12 1 The Charity may validly send or supply any document (including any notice) or information to a Member

- (a) by delivering it by hand to the address recorded for the Member in the register of Members,
- (b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members,
- (c) by fax to a fax number notified by the Member in writing,
- (d) by electronic mail to an email address notified by the Member in writing; or
- (e) by means of a website the address of which has been notified to the Member in writing,

in accordance with the provisions of the Companies Acts

12 2 Members may validly send any notice or document to the Charity

- (a) by post to the Charity's registered office or any other address specified by the Charity for such purposes, or
- (b) to any fax number or email address provided by the Charity for such purposes

## **13. DISSOLUTION**

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here

## **14. INTERPRETATION**

14 1 In the Memorandum and in these Articles

"Approval Meeting"

means the meeting of the Trustees in each year at which the Charity's annual accounts are approved by the Trustees in

	accordance with Section 414 of the Companies Act 2006,
"these Articles"	means these articles of association,
"authenticated document"	means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and where the Charity has no reason to doubt the truth of that statement),
"Chairman"	means the chairman of the Trustees,
"the Charity"	means the company governed by these Articles,
"the Charities Acts"	means the Charities Acts 1992 1993 and 2006,
"charity trustee"	has the meaning prescribed by section 97(1) of the Charities Act 1993,
"clear days"	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,
"the Commission"	means the Charity Commission for England and Wales,
"the Companies Acts"	means the Companies Acts 1985 1989 and 2006 to the extent that they are for the time being in force,
"financial expert"	means a person who is reasonably believed by the Trustees to be qualified to give the relevant advice and/or provide the relevant services by his

	ability in and practical experience of financial and other matters relating to the investment,
"material benefit"	means a benefit which may or may not be financial but which has a monetary value,
"Member" 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 defined in Clause 3 of the Memorandum,
"person connected to a Trustee"	means (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee, (b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a), (c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b), (d) an institution which is controlled by a Trustee or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together), (e) a body corporate in which a Trustee or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest),
"personal interest"	does not include (a) an interest held only in a fiduciary capacity (e.g. as a trustee of another charity) or (b) an interest in purchasing trustee indemnity insurance
"properly incurred"	means incurred otherwise than in connection with any negligence, default,

	breach of duty or breach of trust in relation to the Charity,
"the Regulations"	means the regulations made by the Trustees under Article 10 2(d),
"relevant liability"	means a liability incurred by a Trustee (acting in that capacity) towards a third party, other than liability <ul style="list-style-type: none"> <li>(a) to pay a criminal fine,</li> <li>(b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising),</li> <li>(c) for defending criminal proceedings in which he is convicted,</li> <li>(d) for defending civil proceedings in which judgment is given against him,</li> <li>(e) in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief,</li> </ul> and for the avoidance of doubt, does not include any liability of the Trustee towards the Charity,
"Secretary"	means the Secretary of the Charity,
"taxable trading"	means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, and the profits of which are liable to tax,

"Trustee" means a director of the Charity and  
"Trustees" means all of the directors,

"written" or "in writing" refers to a legible document on paper or  
a document which can be printed onto  
paper including a fax message or  
electronic mail,

"year" means calendar year

14 2 Expressions defined in the Acts have the same meaning in the Memorandum and these  
Articles

14 3 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 it

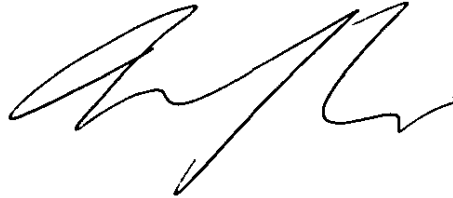
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NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

---

MR IAN RODERICK GOWRIE-SMITH  
132½ Fulham Road  
London  
SW3 6HX



Signature of witness ~~Stouger~~,

Name ~~SIMONE MAUGER~~

Address ~~51 HENRY DOLTON DRIVE  
LONDON, SW17 6DA~~

Occupation ~~PA.~~

MR PETER STEPHEN NEUMARK  
Brynbellia  
Tremeirchion  
Nr St Asaph  
LL17 0UE



Signature of witness



Name

Dafin Kim Perry

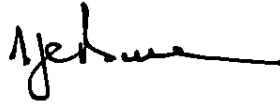
Address

53 MAINT STREET, SEIDBERGH, GAMBIA.

Occupation

COMPANY DIRECTOR.

MR NIGEL JAMES CUBITT BUCHANAN  
16 Park Avenue South  
Harpenden  
Herts  
AL5 2EA



Signature of witness



Name

David Kim Parry

Address

53 MAIN STREET, SEDBERGH, CAMBRIDG.

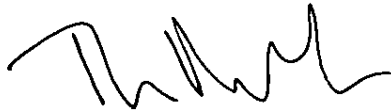
Occupation

COMPANY DIRECTOR.

MR JOHN DAMIAN SPURLING OBE  
Apt 22, 34 Bryanston Square  
London  
W1H 2DY



Signature of witness



Name

NICK BARRETT

Address

Briar Rigg House, Brindstone Rd, Kewick, Cambs

Occupation

Company Director.

CA12 4NL

Dated

13 November

2008



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THE COMPANIES ACTS 1985 1989 AND 2006

---

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

---

---

MEMORANDUM AND ARTICLES  
OF ASSOCIATION

of

OUTWARD BOUND GLOBAL

---

FARRER & CO LLP  
66 Lincoln's Inn Fields  
London WC2A 3LH



# 10

Please complete in typescript,  
or in bold black capitals.

CHFP025

Notes on completion appear on final page

## First directors and secretary and intended situation of registered office

**Company Name in full**

OUTWARD BOUND GLOBAL

**Proposed Registered Office**

(PO Box numbers only, are not acceptable)

HACKTHORPE HALL

HACKTHORPE

Post town

PENRITH

County / Region

CUMBRIA

Postcode

CA10 2HX

If the memorandum is delivered by an agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address

☒

Agent's Name

FARRER & CO

Address

66 LINCOLN'S INN FIELDS

Post town

LONDON

County / Region

UK

Postcode

WC2A 3LH

Number of continuation sheets attached

2

You do not have to give any contact  
information in the box opposite but if you  
do, it will help Companies House to  
contact you if there is a query on the  
form. The contact information that you  
give will be visible to searchers of the  
public record

Farrer & Co LLP (JAS/HMW)  
66 Lincolns Inn Fields  
London  
WC2A 3LH

Tel +44 (0) 20 7242 2022

DX number 32

DX exchange Chancery Lane

Companies House receipt date barcode

When you have completed and signed the form please send it to the  
Registrar of Companies at

**Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff**  
for companies registered in England and Wales

or

**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**  
for companies registered in Scotland

**DX 235 Edinburgh**  
**or LP - 4 Edinburgh 2**

**Company Secretary** (see notes 1-5)

Company name

OUTWATD BOUND GLOBAL

NAME \*Style / Title

MR

\*Honours etc

\* Voluntary details

Forename(s)

NIGEL JAMES CUBITT

Surname

BUCHANAN

Previous forename(s)

Previous surname(s)

Address ☐

16 PARK AVENUE SOUTH,

Post town

HARPENDEN

County / Region

HERTS

Postcode

AL5 2EA

Country

UK

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

I consent to act as secretary of the company named on page 1

Consent signature

Date

13 November 2008

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

MR

\*Honours etc

OBE

Forename(s)

JOHN DAMIAN

Surname

SPURLING

Previous forename(s)

Previous surname(s)

Address ☐

APT 22, 34 BRYANSTON SQUARE

Post town

County / Region

LONDON

Postcode

W1H 2DY

Country

UK

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Date of birth

Day Month Year

1

1

0

7

1

9

3

9

Nationality

BRITISH

Business occupation

N/A NONE

Other directorships

Petpartners Plc, Bryanston Freehold Ltd 32-35 Bryanston

Square Ltd, Animal Health Trust, see attached sheet

I consent to act as director of the company named on page 1

Consent signature

Date

13 November 2008

**Directors**

(see notes 1-5)

Please list directors in alphabetical order

<b>NAME</b>	<b>*Style / Title</b>	MR	<b>*Honours etc</b>	
<b>* Voluntary details</b>				
<b>Forename(s)</b>		NIGEL JAMES CUBITT		
<b>Surname</b>		BUCHANAN		
<b>Previous forename(s)</b>				
<b>Previous surname(s)</b>				
<b>Address ††</b>		16 PARK AVENUE SOUTH		
		HARPENDEN		
<b>Post town</b>		HERTS		
<b>County / Region</b>			<b>Postcode</b>	AL5 2EA
<b>Country</b>		UK		
<b>Date of birth</b>		Day 1 3	Month 1 1	Year 1 9 4 3
		<b>Nationality</b> BRITISH		
<b>Business occupation</b>		CHARTERED ACCOUNTANT		
<b>Other directorships</b>		Outward Bound Trust, Outward Bound Professional Ltd, Outward Bound Trading Ltd, see attached sheet		
		I consent to act as director of the company named on page 1		
<b>Consent signature</b>		Date 13 November 2008		

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

<b>Signed</b>	<b>Date</b>
<b>Signed</b>	<b>Date</b>
<b>Signed</b>	<b>Date</b>
<b>Signed</b>	<b>Date</b>
<b>Signed</b>	<b>Date</b>
<b>Signed</b>	<b>Date</b>
<b>Signed</b>	<b>Date</b>

CHFP025

Company name OUTWARD BOUND GLOBAL

NAME \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

## Directors (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

MR

\*Honours etc

Forename(s)

PETER STEPHEN

Surname

NEUMARK

Previous forename(s)

Previous surname(s)

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

BRYNBELLA

TREMELRCHION

Post town

NR ST ASAPH

County / Region

Postcode

LL17 0UE

Country

Day Month Year

Date of birth

2 1 0 2

1 9 4 9

Nationality

BRITISH

Business occupation

COMPANY DIRECTOR

Other directorships

CLASSIC MOTOR CARS LTD, BOLD INTERNATIONAL PROPERTIES

LTD, APPLETON AUTODROME LTD

I consent to act as director of the company named on page 1

Consent signature

Date

13 November 2008

**Company Secretary** (see notes 1-5)

* Voluntary details	<b>NAME</b>	<b>*Style / Title</b>		<b>*Honours etc</b>	
		<b>Forename(s)</b>			
		<b>Surname</b>			
		<b>Previous forename(s)</b>			
		<b>Previous surname(s)</b>			
†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address	<input type="checkbox"/>	<b>Address ††</b>			
		<b>Post town</b>			
		<b>County / Region</b>		<b>Postcode</b>	
		<b>Country</b>			

I consent to act as secretary of the company named on page 1

**Consent signature****Date****Directors** (see notes 1-5)

Please list directors in alphabetical order

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address	<input type="checkbox"/>	<b>NAME</b>	<b>*Style / Title</b>	MR	<b>*Honours etc</b>	
			<b>Forename(s)</b>	IAN RODERICK		
			<b>Surname</b>	GOWRIE-SMITH		
			<b>Previous forename(s)</b>			
			<b>Previous surname(s)</b>			
†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address	<input type="checkbox"/>	<b>Address ††</b>	132½ FULHAM ROAD			
		<b>Post town</b>				
		<b>County / Region</b>	LONDON	<b>Postcode</b>	SW3 6HX	
		<b>Country</b>				

Day Month Year

**Date of birth**

1 | 6 | 0 | 6

1 | 9 | 4 | 8

**Nationality**

UK AND AUSTRALIAN

**Business occupation**

COMPANY DIRECTOR

**Other directorships**

SKYEPHARMA PLC, RIFT OIL PLC, TRIPLE PLATE JUNCTION PLC

I consent to act as director of the company named on page 1

**Consent signature****Date**

13 November 2008

**MR JOHN DAMIAN SPURLING**

Other directorships

Kennel Club Charitable Trust

**MR NIGEL JAMES CUBITT BUCHANAN**

Other directorships

Outward Bound Oman Ltd, Amlin Plc, Amlin Underwriting Limited, Leopold Joseph Holdings Limited, Butterfield Bank (UK) Limited, Aldwickbury School Trust, Grand Lodge Limited – resigned 2007, Grand Lodge Publications Limited – resigned 2007, Centres of Medical Excellence and Training to the Middle East



# 30(5)(a)

Please complete in typescript,  
or in bold black capitals.

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## Declaration on application for registration of a company exempt from the requirement to use the word "limited" or "cyfyngedig"

Company Name in full

OUTWARD BOUND GLOBAL

I, Hannah Armit

of Farrer & Co, 66 Lincoln's Inn Fields, London, WC2A 3LH

† Please delete as appropriate

a [Solicitor engaged in the formation of the company] ~~XXXXXX~~  
~~XXXXXX~~ do solemnly and sincerely declare  
that the company complies with the requirements of section 30(3) of the  
Companies Act 1985

And I make this solemn Declaration conscientiously believing the same to  
be true and by virtue of the Statutory Declarations Act 1835

Declarant's signature

Declared at

9 New Square Lincoln's Inn London

WC2A 3AN.

Day Month Year

on

1	3	1	1	2	0	0	8
---	---	---	---	---	---	---	---

① Please print name

before me ①

9 New Square Lincoln's Inn London

Sally Richards M.A. W.C.2A 3AN.

Signed

Date

13/11/08.

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query

Farrer & Co LLP (Ref: WMA)  
66 Lincolns Inn Fields  
London  
WC2A 3LH

Tel +44 (0)20 7242 2022

DX number 32

DX exchange Chancery Lane

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or  
**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**  
for companies registered in Scotland **DX 235 Edinburgh**





# 12

Please complete in typescript,  
or in bold black capitals.

CHFP025

## Declaration on application for registration

Company Name in full

OUTWARD BOUND GLOBAL

I, Hannah Armit

of Farrer & Co, 66 Lincoln's Inn Fields, London, WC2A 3LH

† Please delete as appropriate

do solemnly and sincerely declare that I am a † [Solicitor engaged in the formation of the company] ~~PERSON ENGAGED IN THE FORMATION OF THE COMPANY~~ and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835

Declarant's signature

Declared at

9 New Square Lincoln's Inn London WC2A 3LN.

Day Month Year

On

1 | 3 | 1 | 1 | 2 | 0 | 0 | 8

① Please print name

before me ①

John Richard Maddock

Signed

Date

13/11/08.

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record

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or  
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