

Company no. 7356549

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

of

SCAMPSTON CONSERVATORY PRESERVATION COMPANY LTD

(the "Company")

Written resolution of the Company pursuant to chapter 2 part 13 of the Companies Act 2006 proposed by the directors of the Company, proposed as a special resolution as detailed below

SPECIAL RESOLUTION

IT IS RESOLVED that the Company's Articles of Association be replaced in their entirety by the articles of association attached to this resolution

Circulation date: 3 February 2012

Registered office:

The Estate Office, Scampston Hall, Scampston, Malton, North Yorkshire, YO17 8NG



NOTES TO MEMBERS

1. Nature of written resolution

- 1 1 This document contains a proposed written resolution[of the Company for approval by you as a member of the Company. A resolution proposed as an ordinary resolution requires eligible members together holding a simple majority of the total voting rights of members entitled to vote on it to vote in favour of it to be passed. A resolution proposed as a special resolution requires eligible members together holding not less than 75 per cent of the total voting rights of members entitled to vote on it to vote in favour of it to be passed.
- 1 2 The following document relating to the resolution is supplied with this resolution: revised articles of association.

2. Period to approve written resolution

If the Company has not received the necessary level of members' agreement to pass the resolution by the date falling 28 days from the date the resolution was first circulated to members, the resolution will lapse. The agreement of a member to a resolution is ineffective if signified after the expiry of that period.

3. Eligible Members

For each resolution, the eligible members are those members of the Company who would have been entitled to vote on the resolution:

- (a) on the circulation date of the resolution, and
- (b) at the time that the first copy of the resolution is sent or submitted to a member for agreement.

If the persons entitled to vote on a resolution change during the course of the resolution's circulation, then it is possible that the eligible members will include someone who is no longer a member at the point that the resolutions are actually passed (which is the point at which the required majority is reached).

3. Action required if you wish to approve the resolution:

Please signify your agreement to the resolution by completing your details and signing and dating the document in the boxes provided and returning it to the Company by delivering your signed and dated document by hand or by post to the Company's registered address marked "For the attention of the directors".


Once you have signified your agreement to the resolution, you cannot revoke it.


4. Action required if you do not wish to agree to the resolution:

You do not have to do anything. Failure to respond will not be treated as agreement to the resolution.

Agreement to written resolution

We, the undersigned, being persons entitled to vote on the above resolution, irrevocably agree to such resolution

Name of member	Sir Charles Thomas Legard, Baronet
Signed	
Date	14th Feb 2012

Name of member.	Christopher John Charles Legard
Signed	
Date:	14th Feb 2012

Companies Act 2006

Company limited by guarantee and not having a share capital

**ARTICLES OF ASSOCIATION OF
SCAMPSTON CONSERVATORY PRESERVATION COMPANY LTD**

(as amended by written resolution on 17 November 2010 and [] 2012)

1. NAME

The name of the Company is Scampston Conservatory Preservation Company Ltd

2. LIMITED LIABILITY

The liability of the Members is limited

3. GUARANTEE

Every Member promises, if the Company is dissolved while he, she or it remains a Member or within 12 months afterwards, to pay up to £10 towards the costs of dissolution and the liabilities incurred by the Company while he or she was a Member

4. OBJECTS

The Objects are specifically restricted to the following:

- 4.1 To manage, restore and preserve the Grade II listed conservatory at Scampston Hall, Malton, North Yorkshire (the "**Conservatory**"),
- 4.2 To sustain the heritage and the physical and natural environment of the Conservatory at Scampston Hall,
- 4.3 To facilitate and encourage the use and enjoyment of the Conservatory by members of the public,
- 4.4 To provide educational activities and courses for members of the public in the Conservatory (including, but not limited to, courses in gardening, arts and crafts), and
- 4.5 Such other activities as the Directors, at their discretion, think fit

5. POWERS

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

- 5 1 To promote or carry out research
- 5 2 To provide advice.
- 5 3 To publish or distribute information.
- 5 4 To co-operate with other bodies.
- 5 5 To support, administer or set up other companies, including charities.
- 5 6 To raise funds
- 5 7 To borrow money and give security for loans and/or grants.
- 5 8 To acquire or hire property of any kind
- 5 9 To let or dispose of property of any kind
- 5 10 To make grants to not for profit organisations
- 5 11 To set aside funds for special purposes or as reserves against future expenditure
- 5 12 To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Directors consider necessary having regard to the suitability of investments and the need for diversification)
- 5 13 To delegate the management of investments to a Financial Expert, but only on terms that:
 - 5.13 1 the investment policy is set down in writing for the Financial Expert by the Directors,
 - 5 13 2 every transaction is reported regularly to the Directors,
 - 5 13 3 the performance of the investments is reviewed regularly with the Directors,
 - 5 13 4 the Directors are entitled to cancel the delegation arrangement at any time,
 - 5 13 5 the investment policy and the delegation arrangement are reviewed at least once a year,
 - 5 13 6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are reported regularly to the Directors on receipt; and

5 13.7 the Financial Expert must not do anything outside the powers of the Directors

- 5 14 To arrange for investments or other property of the Company to be held in the name of a Nominee Company acting under the control of the Directors or of a Financial Expert acting under their instructions, and to pay any reasonable fee required.
- 5.15 To deposit documents and physical assets with any company registered or having a place of business in England and Wales as Custodian, and to pay any reasonable fee required
- 5 16 To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required
- 5 17 To pay for Indemnity Insurance for the Directors
- 5 18 Subject to article 11, to employ paid or unpaid agents, staff or advisers
- 5 19 To enter into contracts to provide services to or on behalf of other bodies.
- 5 20 To establish or acquire subsidiary companies to assist or act as agents for the Company
- 5 21 To acquire, merge with or enter into any partnership or joint venture arrangement with any other company formed for any of the Objects.
- 5 22 To pay the costs of forming the Company
- 5 23 To do anything else within the law which promotes or helps to promote the Objects

6. MEMBERSHIP

- 6 1 The Company must maintain a register of Members
- 6 2 Any person who is appointed as a Director will automatically, by virtue of that appointment, become a Member of the Company
No person other than a Director may be admitted as a Member of the Company.
- 6 3 Membership is terminated if the Member concerned:
 - 6.3 1 ceases to be a Director,
 - 6 3 2 gives written notice of resignation to the Company,

6 3 3 dies, or in the case of an organisation ceases to exist; or

6 3 4 is removed from Membership by resolution of the Directors on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Company. The Directors may only pass such a resolution after 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

6 4 Membership of the Company is not transferable

7. GENERAL MEETINGS

7 1 A meeting may be called at any time by the Directors and must be called within 28 clear days of a written request from at least one third of the Members. Meetings are called on at least 14 clear days' written notice specifying the business to be discussed

7 2 Members are entitled to attend meetings either personally, (in the case of a Member organisation) by an authorised representative, by proxy or by suitable means agreed by the Directors in which all participants may communicate with all the other participants. Proxy forms must be delivered to the Secretary at least 24 hours before the meeting.

7 3 There is a quorum at a meeting if the number of Members present in person or by proxy is at least two or one third of the Members if greater.

7 4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Member elected by those present presides at a meeting

7 5 Except where otherwise provided by the Articles or the Companies Acts, every issue is decided by a majority of the votes cast.

7 6 Every Member present in person or through an authorised representative or by proxy has one vote on each issue

7 7 A written resolution signed by a majority of those entitled to vote at a meeting (or, where the Companies Acts require, a greater majority) is as valid as a resolution actually passed at that meeting, provided it is passed in accordance with part 13, Chapter 2 of the Companies Act 2006. The written resolution may be set out in more than one counterpart

7 8 The Company shall not be required to hold an AGM in any year

8. THE DIRECTORS

- 8 1 The Directors have control of the Company and its property and funds
- 8 2 The Directors when complete consist of at least two and not more than twelve individuals, all of whom must be Members. If the number of Directors shall fall below two, the remaining Directors may act (and in default the Members may act) to appoint further Directors as required.
- 8 3 The subscribers to the Memorandum are the first Directors Subject to article 8.2, subsequent Directors are to be appointed by the Directors
- 8 4 Every Director after appointment must sign a declaration of willingness to act as a Company Director of the Company before he or she may vote at any meeting of the Directors.
- 8 5 A Director's term of office automatically terminates if he or she
- 8.5 1 ceases to be a Member in accordance with articles 6 3 2 to 6.3 4,
 - 8 5.2 is prohibited by law from being a director of a company;
 - 8 5 3 is, in the opinion of the other Directors, at any time incapable, whether mentally or physically, of managing his or her own affairs,
 - 8 5.4 is absent from three consecutive meetings of the Directors and is asked by a majority of the other Directors to resign,
 - 8 5 5 ceases to be a Member (but such a person may be reinstated by resolution passed by all the other Directors on resuming Membership of the Company);
 - 8.5 6 resigns by written notice to the Directors (but only if at least two Directors will remain in office), or
 - 8 5 7 is removed by resolution of the Members present and voting at a general meeting (but only if at least two Directors will remain in office) after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views.
- 8 6 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting

9. DIRECTORS' PROCEEDINGS

- 9 1 The Directors must hold at least one meeting each year
- 9 2 A quorum at a meeting of the Directors is two or one third of the Directors if greater.
- 9 3 A meeting of the Directors may be held either in person or by suitable means agreed by the Directors 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 Director chosen by the Directors 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 a majority of the Directors is as valid as a resolution passed at a meeting. 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 Except for the Chairman of the meeting, who has a casting vote, every Director has one vote on each issue
- 9 7 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

10. DIRECTORS' POWERS

The Directors have the following powers in the administration of the Company

- 10 1 To appoint (and remove) any person, who may, or may not, be a Member and who may be a Director to act as Secretary in accordance with the Companies Acts
- 10 2 To appoint a Chairman, Treasurer and other honorary officers from among their number
- 10 3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Director and all proceedings of committees must be reported regularly to the Directors
- 10 4 To make standing orders consistent with the Memorandum, the Articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy

- 10.5 To make rules consistent with the Memorandum, the Articles and the Companies Acts to govern their proceedings and proceedings of committees
- 10.6 To make regulations consistent with the Memorandum, the Articles and the Companies Acts to govern the administration of the Company and the use of its seal (if any)
- 10.7 To establish procedures to assist the resolution of disputes or differences within the Company
- 10.8 To exercise any powers of the Company which are not reserved to a meeting of the Members

11. COMPENSATION TO MEMBERS AND DIRECTORS

- 11.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the Members but
 - 11.1.1 Directors may be paid interest at a reasonable rate on money lent to the Company, and
 - 11.1.2 Directors may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Company
- 11.2 A Director must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Company except
 - 11.2.1 as mentioned in articles 5.17 (Indemnity Insurance) and articles 11.1.1 (interest), 11.1.2 (rent) or 11.3 (contractual payments),
 - 11.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Company,
 - 11.2.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings),
 - 11.2.4 payment to any company in which a Director has no more than a 1 per cent shareholding
- 11.3 A Director may not be an employee of the Company, but a Director or a Connected Person may enter into a contract with the Company to supply goods or services in return for a payment or other Material Benefit if
 - 11.3.1 the goods or services are actually required by the Company,

11.3.2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Directors in accordance with the procedure in article 11.5; and

11.3.3 no more than one half of the Directors are interested in such a contract in any financial year.

11.4 Whenever a Director has a personal interest in a matter falling within articles 11.1, 11.2 or 11.3 which is to be discussed at a meeting of the Directors or a committee, he or she must comply with the procedure in article 11.5

11.5 Where this article applies, a Director must:

11.5.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;

11.5.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;

11.5.3 not be counted in the quorum for that part of the meeting, and

11.5.4 have no vote on the matter and be absent during the vote if so requested by the other Directors

12. CONFLICTS OF INTEREST

12.1 Directors must avoid Conflicts of Interest and wherever a Conflict of Interest arises in a matter to be discussed at a meeting of the Directors or a committee, a Conflicted Director must comply with the procedure set out in article 11.5

12.2 Subject to article 11, if a Conflict of Interest matter is proposed to the Directors, the Unconflicted Directors may agree to:

12.2.1 authorise that matter; or

12.2.2 authorise a Conflicted Director to act in their ordinary capacity as a Director and carry out all their duties and powers as a Director in relation to that matter

12.3 Where the Unconflicted Directors consider an authorisation to act notwithstanding a Conflict of Interest, the Conflicted Director must comply with the procedure set out in article 11.5.

13. RECORDS AND ACCOUNTS

- 13.1 The Directors must comply with the requirements of the Companies Acts as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of:
 - 13.1.1 annual returns,
 - 13.1.2 annual reports; and
 - 13.1.3 annual statements of account
- 13.2 The Directors must keep proper records of
 - 13.2.1 all proceedings at Member meetings,
 - 13.2.2 all proceedings at meetings of the Directors,
 - 13.2.3 all reports of committees; and
 - 13.2.4 all professional advice obtained
- 13.3 Accounting records relating to the Company must be made available for inspection by any Director at any time during normal office hours
- 13.4 A copy of the Company's latest available statement of account must be supplied on request to any Director or Member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Company's reasonable costs

14. NOTICES

- 14.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or any journal distributed by the Company
- 14.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members
- 14.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - 14.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 14.3.2 two clear days after being sent by first class post to that address,

14.3.3 three clear days after being sent by second class or overseas post to that address,

14.3.4 on the date of publication of a newspaper containing the notice,

14.3.5 on being handed to the Member personally, or, if earlier,

14.3.6 as soon as the Member acknowledges actual receipt

14.4 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting

15. DISSOLUTION

If the Company 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

15.1 by transfer to one or more other not for profit bodies established for purposes within, the same as or similar to the Objects, and which have (in the reasonable opinion of the Directors) similar restrictions on benefits to members and directors as those imposed by article 11 of the Articles;

15.2 directly for the Objects or for purposes which are within or similar to the Objects; and/or

15.3 to any not for profit organisation which has provided funding to the Company

16. INTERPRETATION

In the Memorandum and in the Articles, unless the context indicates another meaning:

‘AGM’ means an annual general meeting of the Company,

‘the Articles’ means the Company’s articles of association;

‘Chairman’ means the chairman of the Directors;

‘the Company’ means the company governed by the Articles,

‘clear day’ means 24 hours from midnight following the relevant event,

‘the Companies Acts’ means the Companies Acts (as defined in section 2 of the Companies Act 2006);

'Conflict of Interest' includes a conflict of interest and duty and a conflict of duties,

'Conflicted Director' means any Director who has a Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Directors,

'Connected Person' means any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director, any Firm of which a Director is a Member, director, employee or shareholder having a beneficial interest in more than 1 per cent of the capital,

'Custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them,

'Financial Expert' means an individual, company or Firm who is authorised to give investment advice under the Financial Services and Markets Act 2000,

'financial year' means the Company's financial year,

'Firm' includes a limited liability partnership and company,

'Indemnity Insurance' means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

'Material Benefit' means a benefit which may not be financial but has a monetary value;

'Member' and 'Membership' refer to company Membership of the Company,

'Memorandum' means the Company's Memorandum of Association;

'month' means calendar month,

'Nominee Company' means a corporate body registered or having an established place of business in England and Wales,

'the Objects' means the Objects of the Company as defined in article 4,

'Secretary' means the company secretary of the Company,

'Director' means a director of the Company and 'Directors' means the directors;

'Unconflicted Director' means any Director who has no Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Directors,

'written' or 'in writing' refers to a legible document on paper including a fax message or in electronic format;

'year' means calendar year.

- 16 1 Expressions defined in the Companies Acts have the same meaning
- 16 2 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it

Companies Act 2006

Company limited by guarantee and not having a share capital

ARTICLES OF ASSOCIATION OF

SCAMPSTON CONSERVATORY PRESERVATION COMPANY LTD

(as amended by written resolution on 17 November 2010 and 14 February 2012)

1. NAME

The name of the Company is Scampston Conservatory Preservation Company Ltd

2. LIMITED LIABILITY

The liability of the Members is limited

3. GUARANTEE

Every Member promises, if the Company is dissolved while he, she or it remains a Member or within 12 months afterwards, to pay up to £10 towards the costs of dissolution and the liabilities incurred by the Company while he or she was a Member.

4. OBJECTS

The Objects are specifically restricted to the following

- 4.1 To manage, restore and preserve the Grade II listed conservatory at Scampston Hall, Malton, North Yorkshire (the "**Conservatory**"),
- 4.2 To sustain the heritage and the physical and natural environment of the Conservatory at Scampston Hall,
- 4.3 To facilitate and encourage the use and enjoyment of the Conservatory by members of the public,
- 4.4 To provide educational activities and courses for members of the public in the Conservatory (including, but not limited to, courses in gardening, arts and crafts), and
- 4.5 Such other activities as the Directors, at their discretion, think fit

5. POWERS

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

- 5 1 To promote or carry out research
- 5 2 To provide advice
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- 5 6 To raise funds
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- 5 8 To acquire or hire property of any kind
- 5 9 To let or dispose of property of any kind.
- 5 10 To make grants to not for profit organisations
- 5 11 To set aside funds for special purposes or as reserves against future expenditure.
- 5 12 To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Directors consider necessary having regard to the suitability of investments and the need for diversification)
- 5 13 To delegate the management of investments to a Financial Expert, but only on terms that
 - 5.13 1 the investment policy is set down in writing for the Financial Expert by the Directors,
 - 5 13 2 every transaction is reported regularly to the Directors;
 - 5.13 3 the performance of the investments is reviewed regularly with the Directors,
 - 5 13 4 the Directors are entitled to cancel the delegation arrangement at any time,
 - 5 13 5 the investment policy and the delegation arrangement are reviewed at least once a year,

- 5 13 6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are reported regularly to the Directors on receipt, and
- 5 13 7 the Financial Expert must not do anything outside the powers of the Directors
- 5 14 To arrange for investments or other property of the Company to be held in the name of a Nominee Company acting under the control of the Directors or of a Financial Expert acting under their instructions, and to pay any reasonable fee required.
- 5 15 To deposit documents and physical assets with any company registered or having a place of business in England and Wales as Custodian, and to pay any reasonable fee required
- 5 16 To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required
- 5 17 To pay for Indemnity Insurance for the Directors
- 5 18 Subject to article 11, to employ paid or unpaid agents, staff or advisers
- 5 19 To enter into contracts to provide services to or on behalf of other bodies
- 5 20 To establish or acquire subsidiary companies to assist or act as agents for the Company
- 5 21 To acquire, merge with or enter into any partnership or joint venture arrangement with any other company formed for any of the Objects
- 5.22 To pay the costs of forming the Company
- 5.23 To do anything else within the law which promotes or helps to promote the Objects

6. MEMBERSHIP

- 6 1 The Company must maintain a register of Members
- 6 2 Any person who is appointed as a Director will automatically, by virtue of that appointment, become a Member of the Company. No person other than a Director may be admitted as a Member of the Company
- 6 3 Membership is terminated if the Member concerned

- 6.3.1 ceases to be a Director,
 - 6.3.2 gives written notice of resignation to the Company,
 - 6.3.3 dies, or in the case of an organisation ceases to exist, or
 - 6.3.4 is removed from Membership by resolution of the Directors on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Company. The Directors may only pass such a resolution after 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.
- 6.4 Membership of the Company is not transferable.

7. GENERAL MEETINGS

- 7.1 A meeting may be called at any time by the Directors and must be called within 28 clear days of a written request from at least one third of the Members. Meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
- 7.2 Members are entitled to attend meetings either personally, (in the case of a Member organisation) by an authorised representative, by proxy or by suitable means agreed by the Directors in which all participants may communicate with all the other participants. Proxy forms must be delivered to the Secretary at least 24 hours before the meeting.
- 7.3 There is a quorum at a meeting if the number of Members present in person or by proxy is at least two or one third of the Members if greater.
- 7.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Member elected by those present presides at a meeting.
- 7.5 Except where otherwise provided by the Articles or the Companies Acts, every issue is decided by a majority of the votes cast.
- 7.6 Every Member present in person or through an authorised representative or by proxy has one vote on each issue.
- 7.7 A written resolution signed by a majority of those entitled to vote at a meeting (or, where the Companies Acts require, a greater majority) is as valid as a resolution actually passed at that meeting, provided it is passed in accordance with part 13, Chapter 2 of the Companies Act 2006. The written resolution may be set out in more than one counterpart.

7 8 The Company shall not be required to hold an AGM in any year

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8 2 The Directors when complete consist of at least two and not more than twelve individuals, all of whom must be Members. If the number of Directors shall fall below two, the remaining Directors may act (and in default the Members may act) to appoint further Directors as required

8 3 The subscribers to the Memorandum are the first Directors. Subject to article 8 2, subsequent Directors are to be appointed by the Directors

8 4 Every Director after appointment must sign a declaration of willingness to act as a Company Director of the Company before he or she may vote at any meeting of the Directors

8 5 A Director's term of office automatically terminates if he or she

8 5 1 ceases to be a Member in accordance with articles 6 3 2 to 6 3 4;

8 5 2 is prohibited by law from being a director of a company,

8 5 3 is, in the opinion of the other Directors, at any time incapable, whether mentally or physically, of managing his or her own affairs;

8 5 4 is absent from three consecutive meetings of the Directors and is asked by a majority of the other Directors to resign,

8 5 5 ceases to be a Member (but such a person may be reinstated by resolution passed by all the other Directors on resuming Membership of the Company),

8 5 6 resigns by written notice to the Directors (but only if at least two Directors will remain in office), or

8 5 7 is removed by resolution of the Members present and voting at a general meeting (but only if at least two Directors will remain in office) after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views

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

9. DIRECTORS' PROCEEDINGS

- 9 1 The Directors must hold at least one meeting each year
- 9 2 A quorum at a meeting of the Directors is two or one third of the Directors if greater
- 9 3 A meeting of the Directors may be held either in person or by suitable means agreed by the Directors 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 Director chosen by the Directors 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 a majority of the Directors is as valid as a resolution passed at a meeting. 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 Except for the Chairman of the meeting, who has a casting vote, every Director has one vote on each issue
- 9 7 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting

10. DIRECTORS' POWERS

The Directors have the following powers in the administration of the Company

- 10 1 To appoint (and remove) any person, who may, or may not, be a Member and who may be a Director to act as Secretary in accordance with the Companies Acts
- 10 2 To appoint a Chairman, Treasurer and other honorary officers from among their number
- 10 3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Director and all proceedings of committees must be reported regularly to the Directors

- 10 4 To make standing orders consistent with the Memorandum, the Articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy
- 10 5 To make rules consistent with the Memorandum, the Articles and the Companies Acts to govern their proceedings and proceedings of committees
- 10 6 To make regulations consistent with the Memorandum, the Articles and the Companies Acts to govern the administration of the Company and the use of its seal (if any)
- 10 7 To establish procedures to assist the resolution of disputes or differences within the Company
- 10 8 To exercise any powers of the Company which are not reserved to a meeting of the Members.

11. COMPENSATION TO MEMBERS AND DIRECTORS

- 11 1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the Members but
 - 11.1 1 Directors may be paid interest at a reasonable rate on money lent to the Company; and
 - 11.1 2 Directors may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Company
- 11 2 A Director must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Company except.
 - 11 2 1 as mentioned in articles 5 17 (Indemnity Insurance) and articles 11 1.1 (interest), 11.1.2 (rent) or 11 3 (contractual payments);
 - 11 2 2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Company,
 - 11 2 3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings),
 - 11 2 4 payment to any company in which a Director has no more than a 1 per cent shareholding
- 11 3 A Director may not be an employee of the Company, but a Director or a Connected Person may enter into a contract with the

Company to supply goods or services in return for a payment or other Material Benefit if

11.3.1 the goods or services are actually required by the Company,

11.3.2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Directors in accordance with the procedure in article 11.5, and

11.3.3 no more than one half of the Directors are interested in such a contract in any financial year

11.4 Whenever a Director has a personal interest in a matter falling within articles 11.1, 11.2 or 11.3 which is to be discussed at a meeting of the Directors or a committee, he or she must comply with the procedure in article 11.5

11.5 Where this article applies, a Director must

11.5.1 declare an interest before the meeting or at the meeting before discussion begins on the matter,

11.5.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information,

11.5.3 not be counted in the quorum for that part of the meeting, and

11.5.4 have no vote on the matter and be absent during the vote if so requested by the other Directors

12. CONFLICTS OF INTEREST

12.1 Directors must avoid Conflicts of Interest and wherever a Conflict of Interest arises in a matter to be discussed at a meeting of the Directors or a committee, a Conflicted Director must comply with the procedure set out in article 11.5.

12.2 Subject to article 11, if a Conflict of Interest matter is proposed to the Directors, the Unconflicted Directors may agree to

12.2.1 authorise that matter, or

12.2.2 authorise a Conflicted Director to act in their ordinary capacity as a Director and carry out all their duties and powers as a Director in relation to that matter

- 12 3 Where the Unconflicted Directors consider an authorisation to act notwithstanding a Conflict of Interest, the Conflicted Director must comply with the procedure set out in article 11 5

13. RECORDS AND ACCOUNTS

- 13 1 The Directors must comply with the requirements of the Companies Acts as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of
- 13 1 1 annual returns,
 - 13 1 2 annual reports, and
 - 13 1 3 annual statements of account
- 13 2 The Directors must keep proper records of
- 13 2 1 all proceedings at Member meetings,
 - 13 2 2 all proceedings at meetings of the Directors;
 - 13 2 3 all reports of committees, and
 - 13 2 4 all professional advice obtained
- 13.3 Accounting records relating to the Company must be made available for inspection by any Director at any time during normal office hours
- 13 4 A copy of the Company's latest available statement of account must be supplied on request to any Director or Member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Company's reasonable costs

14. NOTICES

- 14 1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or any journal distributed by the Company
- 14.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U K shown in the register of Members
- 14 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- 14 3 1 24 hours after being sent by electronic means or delivered by hand to the relevant address,

14 3 2 two clear days after being sent by first class post to that address,

14 3 3 three clear days after being sent by second class or overseas post to that address,

14 3 4 on the date of publication of a newspaper containing the notice,

14 3 5 on being handed to the Member personally; or, if earlier,

14 3 6 as soon as the Member acknowledges actual receipt

14 4 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

15. DISSOLUTION

If the Company 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

15 1 by transfer to one or more other not for profit bodies established for purposes within, the same as or similar to the Objects, and which have (in the reasonable opinion of the Directors) similar restrictions on benefits to members and directors as those imposed by article 11 of the Articles;

15 2 directly for the Objects or for purposes which are within or similar to the Objects, and/or

15.3 to any not for profit organisation which has provided funding to the Company

16. INTERPRETATION

In the Memorandum and in the Articles, unless the context indicates another meaning

‘AGM’ means an annual general meeting of the Company;

‘the Articles’ means the Company’s articles of association,

‘Chairman’ means the chairman of the Directors;

‘the Company’ means the company governed by the Articles,

‘clear day’ means 24 hours from midnight following the relevant event,

'the Companies Acts' means the Companies Acts (as defined in section 2 of the Companies Act 2006),

'Conflict of Interest' includes a conflict of interest and duty and a conflict of duties,

'Conflicted Director' means any Director who has a Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Directors,

'Connected Person' means any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director, any Firm of which a Director is a Member, director, employee or shareholder having a beneficial interest in more than 1 per cent of the capital,

'Custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;

'Financial Expert' means an individual, company or Firm who is authorised to give investment advice under the Financial Services and Markets Act 2000,

'financial year' means the Company's financial year;

'Firm' includes a limited liability partnership and company,

'Indemnity Insurance' means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,

'Material Benefit' means a benefit which may not be financial but has a monetary value;

'Member' and 'Membership' refer to company Membership of the Company,

'Memorandum' means the Company's Memorandum of Association,

'month' means calendar month,

'Nominee Company' means a corporate body registered or having an established place of business in England and Wales,

'the Objects' means the Objects of the Company as defined in article 4,

'Secretary' means the company secretary of the Company,

‘Director’ means a director of the Company and ‘Directors’ means the directors,

‘Unconflicted Director’ means any Director who has no Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Directors,

‘written’ or ‘in writing’ refers to a legible document on paper including a fax message or in electronic format,

‘year’ means calendar year

16 1 Expressions defined in the Companies Acts have the same meaning

16 2 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it