

No 07495544

The Companies Act 2006

A Private Company Limited By Guarantee And Not Having A Share Capital

**ARTICLES OF ASSOCIATION**

of

**THE AFRICAN ARTS TRUST**

Incorporated on 17 January 2011

Articles of Association as amended by Special Resolutions passed 28 February 2011 and 23 April 2011

SATURDAY



\*R0537V3S\*

RM 18/06/2011 42

COMPANIES HOUSE

STITT & CO  
11 GOUGH SQUARE  
LONDON  
EC4A 3DE  
PRINCIPAL SOLICITOR

ROBINSONS  
10-11 ST JAMES COURT  
FRIAR GATE, DERBY  
DE1 1BT  
AGENCY SOLICITOR



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

Company No. 7495544

The Registrar of Companies for England and Wales, hereby certifies that

**THE AFRICAN ARTS TRUST**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England/Wales

Given at Companies House on **17th January 2011**



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

As filed at G.H.  
7/1/11

Companies Act 2006

Company limited by guarantee

**MEMORANDUM OF ASSOCIATION**

**of**

**THE AFRICAN ARTS TRUST**

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Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company

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*Name of each subscriber*

Peter Hamilton Crawford

Ivan Fitzherbert

Christopher Alwyn Hallam

*Authentication by each subscriber*

  
C. A. Hallam

**Date**

4<sup>th</sup> January

2011.

The Companies Act 2006

Company Limited by Guarantee and Not Having a Share Capital

**ARTICLES OF ASSOCIATION  
of  
THE AFRICAN ARTS TRUST**

Articles of Association as amended by Special Resolutions passed 28 February 2011 and 23 April 2011

**1. Name**

The name of the Company is **The African Arts Trust**

**2. Interpretation**

**2.1 In these Articles**

'THE ACT' means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force

'ADDRESS' means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a text message number in each case registered with the Company

'THE ARTICLES' means these Articles of Association of the Company

'CHAIRPERSON' means the person appointed in accordance with the provisions of the Articles who shall act as the chairperson of all general meetings of the Company

'CLEAR DAYS' in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect

'COMMISSION' means the Charity Commission for England and Wales

'CONNECTED PERSON' means

- (i) a child, parent, grandchild, grandparent, brother or sister of any director or
- (ii) a spouse of the director or a spouse of any person falling within (i) above
- (iii) a person carrying on business in partnership with the director or with any person falling within paragraph (i) or (ii) above
- (iv) an institution which is controlled by
  - a by the director or any connected person falling within paragraph (i), (ii) or (iii) above, or

- b by two or more persons falling within subparagraph (a), when taken together
- (v) a body corporate in which
  - a the Trustee or any connected person falling within paragraphs (i) to (iii) has a substantial interest, or
  - b two or more persons falling within subparagraph (a) who, when taken together, have a substantial interest

'EXECUTED' includes any mode of execution

'FOUNDER' means Robert Harold Ferrers Devereux, whom failing Vanessa Branson and subsequently such of their children as shall be nominated in writing by either Robert Harold Ferrers Devereux or Vanessa Branson's personal representatives respectively as the case may be

'OFFICE' means the registered office of the Company

'THE SEAL' means the common seal of the Company

'SECRETARY' means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy secretary

'TRUSTEES' means the directors of the Company within the meaning of the Act, and as such are also the charity trustees as defined by Section 97 of the Charities Act 1993

'THE UNITED KINGDOM' means Great Britain and Northern Ireland

2 2 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company

2 3 Words importing the masculine gender only shall include the feminine gender

### **3. Liability of Members**

3 1 The liability of the members is limited

Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1

### **4. Objects**

The charitable purpose for which the Company is established ( 'the Objects') shall be the benefit of the public through

- 4 1 the advancement of African arts in all their various visual forms and media,
- 4 2 the advancement of education including the appreciation of African arts,
- 4 3 any other lawful purpose under the Charities Act 2006 and any amendment thereof

## **5. Powers**

The Company shall have the following powers exercisable in furtherance of its said Objects but not otherwise, namely

- 5 1 to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections,
- 5 2 subject to any consents required by law, to sell, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company,
- 5 3 to purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for registration of any patents, rights, copyrights, licences and the like,
- 5 4 subject to any consents or conditions required by law to make grants or loans of money and to give guarantees,
- 5 5 to subscribe, underwrite, purchase or otherwise acquire and to hold, dispose of and deal with, any shares or other securities or investments of any nature whatsoever and any options or rights in respect thereof or interest therein
- 5 6 to employ as a professional investment manager any person who is entitled to carry on investment business under the provisions of the Financial Services and Markets Act 2000 and to delegate to any such manager ("the Manager") the exercise of all or any powers of investment on such terms and at such reasonable remuneration as deemed fit but subject always to the following conditions
  - 5 6 1 the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Company and with the powers of investment herein conferred
  - 5 6 2 every transaction carried out by the Manager under delegated powers shall be reported to the Company within 14 days
  - 5 6 3 the Company shall be bound to review the arrangements for delegation at least once in every twelve month period
- 5 7 subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law to

- 5 7 1 borrow money on such terms and on such security as may be thought fit,
- 5 7 2 invest moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit,
- 5 7 3 to raise funds and in doing so the Company may carry out such amount of trading as is permitted from time to time by any statutes, regulations or concessions extra statutory or otherwise for the time being in force,
- 5 7 4 establish subsidiary companies to carry on any trade or business for the purpose of delivering the Objects as may be thought fit,
- 5 8 to take and accept any gift of money, property or other assets whether subject to any special trust or not,
- 5 9 to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise,
- 5 10 to take such steps by personal or written appeals or otherwise as may from time to time be necessary for the purpose of procuring contributions to the funds of the Company in the shape of grants, donations, subscriptions, annual payments or otherwise,
- 5 11 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts ,
- 5 12 to make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any charitable associations or institutions, to make grants, bursaries and awards,
- 5 13 to enter into contracts,
- 5 14 to undertake and execute charitable trusts,
- 5 15 to engage and pay any person or persons not being a Trustee whether on a full-time or part-time basis or whether as consultant or employee to supervise organise, carry on the work of and advise the Company and, subject to the provisions of Regulation 6 hereof, to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants,
- 5 16 to co-operate with any companies, institutions, societies or associations which shall be charitable by law and have objects altogether or mainly similar to those of the Company and prohibit payment of any dividend or profit to and the distribution of any of their assets among their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by the Articles,

- 5 17 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves,
- 5 18 to enter into any arrangement with the European Union or any supra national or international body or any Government authority, supreme, dependant, municipal, local or otherwise, and to obtain from the European Union or any such supra national or international body or any such Government authority any rights, concessions, privileges and permissions (including Planning Permissions) that may seem conducive to the Company's objects or any of them,
- 5 19 to carry on any other activity which may seem to the Company capable of being conveniently carried on in connection with any activity which the Company is authorised to carry on or may seem to the Company calculated directly or indirectly to benefit the Company or to enhance the value of or render profitable any of the Company's properties or rights,
- 5 20 to enter into partnership or into any arrangement for joint, shared or mutual promotion, investment or development, union of interests, reciprocal concession or co-operation with any person, partnership or company carrying on, engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as to directly or indirectly further the objects of the Company or any of them and to take or otherwise acquire and hold shares or stock in any securities of and to make grants to or otherwise assist any person, partnership or company and to sell, hold, re-issue with or without guarantee or otherwise deal with such shares, stocks or securities,
- 5 21 to cause to be produced or performed on any media by any and all means now known or developed in the future and circulated or released gratuitously or otherwise, music, songs and theatre, periodicals, magazines, books, leaflets, documents, films or other things relevant to the Objects
- 5 22 to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company and registration as a charity
- 5 23 to purchase out of the funds of the Company insurance designed to indemnify the Trustees or any other officer of the Company against any personal liability as is mentioned in Regulation 5 23 1 of this Regulation, but subject to the restrictions specified in Regulation 5 23 2 of this Regulation,
- 5 23 1 The liabilities referred to in Regulation 5 23 of this Regulation are
- 5 23 1 1 any breach of trust or breach of duty committed by the Trustees in their capacity as charity trustees or trustees of the Company,



- 5 23 1 2 any negligence, default, breach of duty or breach of trust committed by the Trustees or officers of the Company in their capacity as Trustees or officers of the Company or of any body corporate carrying on any activities on behalf of the Company,
- 5 23 1 3 any liability to make a contribution to the Company's assets as specified in Section 214 of the Insolvency Act 1986 (wrongful trading)
- 5 23 2 The following liabilities are excluded from Regulation 5 23 1
  - 5 23 2 1 any liability incurred by him to pay
    - 5 23 2 1 1 a fine imposed in criminal proceedings, or
    - 5 23 2 1 2 a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising),
  - 5 23 2 2 any liability incurred by him in defending any criminal proceedings in which he is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by him, or,
  - 5 23 2 3 any liability incurred by him to the Company that arises out of any conduct which he knew (or must reasonably be assumed to have known) was not in the interests of the Company or in the case of which he did not care whether it was in the best interests of the Company or not
- 5 23 3 For the purpose of Regulation 5 23 2 2 above
  - 5 23 3 1 the reference to any such conviction is a reference to one that has become final,
  - 5 23 3 2 a conviction becomes final if
    - 5 23 3 2 1 not appealed against, at the end of the period for bringing an appeal, or
    - 5 23 3 2 2 appealed against, at the time when the appeal (or any further appeal) is disposed of, and
  - 5 23 3 3 an appeal is disposed of if
    - 5 23 3 3 1 it is determined and the period for bringing any further appeal has ended, or
    - 5 23 3 3 2 if it is abandoned or otherwise ceases to have effect

5 23 4 There is excluded from Regulation 5 23 1 any liability to make such a contribution where the basis of the Trustee's liability is his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation

5 24 to provide for the establishment and maintenance of an art gallery or galleries,

5 25 to do all such other lawful and charitable things as shall further the attainment of the objects of the Company or any of them

## **6. Application of Income**

6 1 The income and property of the Company shall be applied solely towards the promotion of its Objects as set forth in the Articles and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no director of the Company shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company except

6 1 1 as permitted by law, or

6 1 2 as hereinafter provided

6 2 Nothing herein shall prevent any payment in good faith by the Company of

6 2 1 the usual professional charges for business done by any Trustee who is a solicitor, accountant, or other person engaged in a profession or by any partner of his, when instructed by the Company to act in a professional capacity on its behalf, provided that at no time shall a majority of the Trustees benefit under this provision and that a director shall withdraw from any meeting at which his appointment or remuneration or that of his partner, is under discussion,

6 2 2 reasonable and proper remuneration to any member, officer or servant of the Company (not being a Trustee) for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Company,

6 2 3 interest on money lent by a member or Trustee of the Company at a rate per annum not exceeding two percentage points less than the base lending rate for the time being of the Company's clearing bankers,

- 6 2 4 fees, remuneration or other benefit in money or money's worth to a company of which a member of the Company or a director may be a member holding not more than one hundredth part of the capital of such Company,
- 6 2 5 reasonable and proper rent for premises demised or let by any member of the Company or any director
- 6 2 6 any premium in respect of any indemnity insurance as provided for in Regulation 5 23
- 6 2 7 any reasonable payments to any Trustee or Connected Person in respect of any
  - 6 2 7 1 contract agreement or arrangement with the Company for the supply of services (including without limitation consultancy services), or
  - 6 2 7 2 reasonable remuneration to any director or Connected Person of the Company in respect of his employment by the Company

provided that

- 6 2 7 3 a Trustee withdraws from any meeting whilst his contract for services, appointment, remuneration or other terms of employment or the contract for services, appointment, remuneration or other terms of employment of any other person, employee or employees or Connected Person which might affect the Trustees being discussed, and
- 6 2 7 4 the majority of the Trustees do not receive payment or remuneration directly or indirectly in respect of the provision of services to or employment by the Company Where payment to or remuneration of a Connected Person would cause the number of directors benefiting under the provisions of Regulation 6 2 7 to be in the majority then prior written consent of the Commission must be obtained

Provided always nothing herein shall prevent any payment in good faith by the Company to any Trustee of reasonable out-of-pocket expenses

## **7. Members**

- 7 1 The subscribers to the Memorandum of Association of the Company shall be members of the Company until such time as the Founder becomes a member of the Company Thereafter the members of the Company shall comprise the Founder and, for so long as the Founder is a member, such other persons as the Founder may from time to time approve Provided Always this provision ceases when the Founder cease to be a member whereupon the power of admitting members vests in the Trustees absolutely Every member of the Company shall either sign a

written consent to become a member or sign the Register of Members on becoming a member  
The number of members shall not be less than three

- 7 2 Every person who wishes to become a member shall deliver to the Company an application for membership in such form as the Trustees require executed by him
- 7 3 The Trustees shall admit to membership those individuals that have complied with Regulation 7 2 above
- 7 4 Membership shall not be transferable and shall cease on death
- 7 5 A member may at any time withdraw from the Company by giving at least 7 clear days' notice to the Company
- 7 6 The members may also terminate the membership of any member (other than the Founder's membership) by passing an ordinary resolution in accordance with the provisions of the Act but the requirements of natural justice shall be respected and a member shall be entitled to be heard in his own defence by the members or a committee of the members
- 7 7 Membership shall cease where an order has been made by any court having jurisdiction whether in the UK or elsewhere in matters concerning mental disorder
- 7 8 The Trustees must keep a register of names and addresses of members

## **8. Friends and Associates**

- 8 1 It shall be lawful for the directors to provide for the admission of such persons as they may think fit to be friends or associates of the Company and for the rights, duties and liabilities (if any) of such friends or associates but so that such persons shall not by virtue of being friends or associates as aforesaid be members of the Company and their rights (if any) shall not include a right to speak or vote at general meetings of the Company The Secretary shall keep an accurate register of such friends or associates of the Company

## **9. General meetings**

- 9 1 The Company shall in each calendar year hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it The annual general meeting in each year shall be held at such time and place as the directors shall appoint
- 9 2 The Trustees may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with provisions of the Act If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any member of the Company may call a general meeting

## **10. Notice of general meetings**

- 10 1 The minimum period of notice required to hold any general meeting of the charity is fourteen clear days
- 10 2 Every notice convening a general meeting shall specify the date, time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such
- 10 3 In the case of an annual general meeting, the general nature of the business to be transacted shall include the laying of the annual accounts and Trustees' report before the members and matters relating to the Trustees and appointment and remuneration of auditors
- 10 4 The notice shall be given to all the members and to the Trustees and auditors
- 10 5 Every notice convening a general meeting shall comply with the provisions of sections 324 and 325(1) of the Companies Act 2006 as to giving information to members in regard to their right to appoint proxies
- 10 6. Notices and other communications relating to any general meeting which any member is entitled to receive shall be sent to the members, Trustees and auditors for the time being of the Company
- 10 7 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

## **11. Proceedings at general meetings**

- 11 1 No business shall be transacted at any meeting unless a quorum is present Three persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a Corporation shall be a quorum
- 11 2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other time as the Trustees may determine
- 11 3 The Founder shall be appointed Chairperson unless he
  - 11 3 1 declines to so act,
  - 11 3 2 is subject to a conflict of interest, or
  - 11 3 3 is otherwise unable to so act for whatever reason
- 11 4 If the Founder does not act as Chairperson for any of the reasons set out in Regulation 11 3 or is not present within 15 minutes after the time appointed for holding the meeting, the members present may appoint one of their number to be chairman of the meeting

- 11 5 If neither the Founder nor such other member (if any) be present within 15 minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be Chairperson and, if there is only one Trustee present and willing to act, he shall be Chairperson
- 11 6 The Chairperson shall preside as chair of the meeting
- 11 7 A Trustee shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting
- 11 8 The Chairperson, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place When a meeting is adjourned for 14 days or more, at least 7 Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted Otherwise it shall not be necessary to give any such notice
- 11 9 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded Subject to the provisions of the Act, a poll may be demanded
- 11 9.1 by the Chairperson, or
- 11 9 2 by at least two members having the right to vote at the meeting, or
- 11 9 3 by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting,
- and a demand by a person as proxy for a member shall be the same as a demand by the member
- 11 10 Unless a poll is duly demanded a declaration by the Chairperson that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution
- 11 11 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairperson and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made

- 11 12 A poll shall be taken as the Chairperson directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 11 13 A poll demanded on the election of a Chairperson or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such other time and place as the Chairperson directs, not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 11 14 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least 7 Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.
- 11 15 Resolutions under Section 168 of the Companies Act 2006 for the removal of a Trustee before the expiration of his period of office and under section 510 of the Companies Act 2006 for the removal of an auditor before the expiration of his period of office shall only be considered by the Company in general meeting.
- 11 16 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
- 11 16 1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairperson may determine), and
- 11 16 2 the proposed amendment does not, in the reasonable opinion of the Chairperson, materially alter the scope of the resolution.
- 11 17 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if
- 11 17 1 the Chairperson proposes the amendment at the general meeting at which the resolution is to be proposed, and
- 11 17 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 11 18 If the Chairperson, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairperson's error does not invalidate the vote on that resolution.

- 11 19 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible member and a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution in an authenticated document which has been received at the Office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more members have signified their agreement. In the case of a member that is an organisation, its authorised representative may signify its agreement.

## **12. Votes of members**

- 12 1 Except as provided in Regulation 12 2 below on a show of hands every member present in person shall have one vote. On a poll every member present in person or by proxy shall have one vote.
- 12 2 A member present at a meeting by proxy shall be entitled to speak at the meeting and shall be entitled to one vote on a show of hands. In any case where the same person is appointed proxy for more than one member he shall on a show of hands have as many votes as the number of members for whom he is proxy. A member present at a meeting by more than one proxy shall be entitled to speak at the meeting through each of the proxies but the proxies together shall be entitled to only one vote on a show of hands. In the event that the proxies do not reach agreement as to how their vote should be exercised on a show of hands, the voting power is treated as not exercised.
- 12 3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 12 4 An appointment under a proxy notice may be revoked by delivering to the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 12 5 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 12 6 If a proxy notice is not signed or executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who signed or executed it to sign or execute it on the appointor's behalf.
- 12 7 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that



behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. The appointment of a proxy and any authority under which the proxy is appointed or a copy of such authority certified notarially or in some other way approved by the directors may be deposited or received at the Office, or at such other place as is specified in accordance with the Articles for the deposit or receiving of proxies or authorities up to the commencement of the meeting or (in any case where a poll is taken otherwise than at the meeting) of the taking of the poll or may be handed to the Chairperson of the meeting prior to the commencement of the business of the meeting.

- 12 8 No objection shall be raised to the qualification of any 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 Chairperson whose decision shall be final and conclusive.

### **13. Proxy**

- 13 1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which
- 13 1 1 states the name and address of the member appointing the proxy,
  - 13 1 2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
  - 13 1 3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine, and
  - 13 1 4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 13 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 13 3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 13 4 Unless a proxy notice indicates otherwise, it must be treated as
- 13 4 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting and
  - 13 4 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 13 5 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees may

- 13 5 1 be deposited at the office or such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or
- 13 5 2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll, or
- 13 5 3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairperson or to the Secretary or to any Trustee,
- and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid
- 13 6 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

#### **14. Number of Trustees**

- 14 1 Unless otherwise determined by ordinary resolution, the number of Trustees shall not be less than three nor subject to a maximum number
- 14 2 The first Trustees shall be those persons notified to Companies House as the first Trustees of the Company Future Trustees shall be appointed as provided subsequently in the Articles
- 14 3 A Trustee must be a natural person aged 18 years or older

#### **15. Powers of directors**

- 15 1 Subject to the provisions of the Act and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company
- 15 2 No alteration of the Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given

- 15 3 The powers given by Regulation 15 shall not be limited by any special power given to the Trustees by the Articles
- 15 4 A meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees 'Present' includes being present by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants
- 15 5 The Board may make such Bye-Laws as may be necessary for regulating the nomination, election and retirement of Trustees, the orderly and efficient conduct of its own proceedings and of the proceedings of general meetings of the Company, the appointment of its own meetings, the proper supervision and use of funds of the Company and the regulation of the Board and the Committees and affairs of the Company provided they be not repugnant to or inconsistent with the terms of these Articles The Board may at any time and from time to time revoke or alter any of the said Bye-Laws Provided that this shall not authorise the making, revoking or altering of any Bye-Laws without a Special Resolution if it would amount to such an alteration of or addition to the Articles as could not otherwise be made without Special Resolution

#### **16. Delegation of Trustees' powers**

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

#### **17. Appointment and retirement of Trustees**

- 17 1 The Trustees shall not be required to retire by rotation
- 17 2 The Trustees shall comprise the Founder, for so long as he shall wish to be a Trustee, together with such persons as the Founder shall, while he is a Trustee, nominate and the Trustees may from time to time appoint
- 17 3 The Company may by ordinary resolution appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee, provided that the appointment does not cause the number of Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of Trustees A Trustee so appointed shall hold office only until the next following annual general meeting If not re-appointed at such annual general meeting, he shall vacate his office at the conclusion thereof

- 17 4 Subject to Regulation 17 3, a Trustee who retires at an annual general meeting may, if willing to act, be re-appointed. If he is not re-appointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

## **18. Disqualification and removal of Trustees**

- 18 1 The office of a Trustee shall be vacated if

- 18 1 1 he ceases to be a director by virtue of any provision of the Act or is disqualified from acting as a Trustee by virtue of Section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision), or
- 18 1 2 he becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- 18 1 3 he is, or may be, suffering from mental disorder and either
- 18 1 4 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1984, or
- 18 1 5 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs, or
- 18 1 6 he resigns his office by notice to the Company (but only if at least three directors will remain in office when the notice of resignation is to take effect), or
- 18 1 7 he is removed in accordance with the Act (but only if when the removal takes effect at least three directors will remain in office), or
- 18 1 8 he dies, or
- 18 1 9 in the case of a Trustee who is a member, he ceases to be a member of the Company

## **19. Trustees' expenses**

The Trustees may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committee of directors or general meetings or separate meetings of the holders of debentures of the Company or otherwise in connection with the discharge of their duties.

## **20. Trustees' appointments and interests**

- 20 1 Subject to the provisions of the Act and the Articles, the Trustees may appoint one or more of their number to the unremunerated office of managing Trustee or to any other unremunerated

executive office under the Company and may enter into an agreement or arrangement with any Trustee for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any appointment of a Trustee to an executive office shall terminate if he ceases to be a Trustee.

20 2 Except to the extent permitted by Regulation 6 of the Articles no director shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Company is a party.

20 3 For the purposes of Regulation 20 2

20 3 1 a general notice given to the Trustees that a Trustee is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified, and

20 3 2 an interest of which a Trustee has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

20 4 Each Trustee shall comply with his obligations to disclose his interests in contracts under the Act.

20 5 If a conflict of interest arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Trustees may authorise such a conflict of interest where the following conditions apply:

20 5 1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person,

20 5 2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting,

20 5 3 the unconflicted Trustees consider it is in the interest of the Company to authorise the conflict of interest in the circumstances applying.

20 6 In Regulation 20 5 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a director or to a Connected Person.

20 7 Notwithstanding the provisions of the Articles, the Trustees may seek an order of the Commission under subsection 5(A) of Section 26(5) of the Charities Act 1993.

20 7 1

## **21. Proceedings of Trustees**

- 21 1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit
- 21 2 A Trustee may, and the Secretary at the request of a Trustee shall, call a meeting of the Trustees
- 21 3 It shall be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom
- 21 4 Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman of the board of Trustees shall have a second or casting vote
- 21 5 Notices and other communications relating to any Trustees' meeting shall be sent to every director
- 21 6 The quorum for the transaction of the business of the Trustees may be fixed by the directors but shall not be less than two. The quorum must include the Founder for so long as he is a Trustee, unless he has waived in writing his right to be present for any specific meeting or meetings. Once a quorum is present, then the meeting may proceed and transact its business, even if during such meeting a quorum ceases to be present
- 21 7 The Founder shall be appointed chairman of the board of Trustees unless he
- 21 7 1 declines to so act, or
- 21 7 2 is otherwise unable to so act for whatever reason
- 21.8 If the Founder does not act as chairman of the board of Trustees for either of the reasons set out in Regulation 21 7 or is not present within 15 minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of that Trustees' meeting
- 21 9 The Trustees may appoint one or more sub-committees consisting of two or more Trustees for the purpose of making any enquiry or supervising or performing any function or duty which in the opinion of the Trustees would be more conveniently undertaken or carried out by a sub-committee provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the directors
- 21 10 A Trustee must declare the nature and extent of any interest direct or indirect, which he has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared. A Trustee must absent himself from any discussions of the Trustees in which it is possible that a conflict will arise between his duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest)

- 21 11 Subject to Regulation 21 12 all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee
- 21 11 1 who was disqualified from holding office,
- 21 11 2 who had previously retired or who had been obliged by the constitution to vacate office
- 21 11 3 who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise
- 21 11 4 if without
- 21 11 5 the vote of that Trustee or
- 21 11 6 that Trustee being counted in the quorum
- the decision has been made by a majority of the Trustee at a quorate meeting
- 21 12 Regulation 21 11 does not permit a Trustee to keep any benefit that may be conferred upon him by a resolution of the Trustees or of a committee of directors if, but for Regulation 21 11 the resolution would have been void or if the Trustee has not complied with Regulation 21 10
- 21 13 A resolution in writing or in electronic form agreed by a simple majority of all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of Trustees duly convened and held provided that -
- 21 13 1 a copy of the resolution is sent or submitted to all the Trustees eligible to vote, and
- 21 13 2 a simple majority of Trustees has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office within the period of 28 days beginning with the circulation date
- 21 14 A resolution in writing made under the provisions of Regulation 21 13 may comprise several copies containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement
- 21 15 A Trustee shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote
- 21 16 If a question arises at a meeting of Trustees or of a committee of directors as to the right of a Trustee to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive
- 21 17 A Trustee may participate in a meeting of the directors or a committee of Trustees of which he is a member by means of a conference telephone or similar communicating equipment whereby all

persons participating in the meeting can hear each other. Participation in a meeting in this manner shall be deemed to constitute presence in person at the meeting.

## **22. Secretary**

Subject to the provisions of the Act, the Secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.

## **23. Minutes**

23 1 The Trustees shall cause minutes to be made in books kept for the purpose

23 1 1 of all appointments of officers made by the Trustees, and

23 1 2 of all proceedings at meetings of the Company, and of the Trustees, and of committees of Trustees, including the names of the directors present at each such meeting.

## **24. The seal**

If the Company has a seal it shall only be used by the authority of the directors or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by two Trustees.

## **25. Accounts, Annual Report and Annual Return**

25 1 Accounts shall be prepared in accordance with the provisions of the Companies Act 2006.

25 2 The directors shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an Annual Return and an Annual Report and their transmission to the Commission.

## **26. Notices**

26 1 Any notice to be given to or by any person pursuant to the Articles

26 1 1 must be in writing, or

26 1 2 must be given using electronic communications.

26 2 The Company may give any notice to a member either

26 2 1 personally, or

26 2 2 by sending it by post in a prepaid envelope addressed to the member at his Address, or

26 2 3 by leaving it at the Address of the member, or

26 2 4 by giving it using electronic communications to the member's Address.



- 26 3 A member who does not register an address with the Company shall not be entitled to receive any notice from the Company
- 26 4 A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called
- 26 5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given
- 26 6 Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given
- 26 7 A notice shall be deemed to be given
- 26 7 1 48 hours after the envelope containing it was posted or
- 26 7 2 in the case of an electronic communication, 48 hours after it was sent

## **27. Indemnity**

- 27 1 The Company shall indemnify every relevant Trustee and other officer of the Company against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Company
- 27 2 In this article a "relevant director" means any director or former Trustee of the Company

## **28. Communication through Website**

Subject to the provisions of the Act, a document or information may be sent or supplied by the Company to a person by being made available on a website

## **29. Winding up**

If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company (except to a member that is itself a charity), but shall be given or transferred to one or more bodies established for exclusively charitable purposes within the same as or similar to the Objects, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Regulation 6 hereof, such bodies to be determined by the members of the Company at or before the time of dissolution

## TELEPHONE NOTE OUTWARD

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Call By: CPJ

Call to: Nat West Bank

Telephone:

Date: Wednesday, June 15, 2011

Client: Cawarden Holdings Ltd

Transaction: Sale of Shares in Cossall Land Company Limited

Reference: CPJ/LIB/CAW002-10

Doc Reference: 2158137278

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Returned a call to someone at Nat West Bank who just wanted our DX details and address and was otherwise in the process of sending out the title deeds to us.

**1 unit**