

# **Memorandum and Articles of Association**

## **THE ROYAL SCHOOL OF NEEDLEWORK**

No 12192

Incorporated 16<sup>th</sup> April 1878



# THE COMPANIES ACTS 1985 TO 1989

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## COMPANY LIMITED BY SHARES

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### MEMORANDUM OF ASSOCIATION OF THE ROYAL SCHOOL OF NEEDLEWORK

(As adopted by Special Resolution passed 16<sup>th</sup> February 2022)

1. The name of the Association is "THE ROYAL SCHOOL OF NEEDLEWORK"
2. The Registered Office of the Association will be situate in England.
3. The objects for the which the Association is established are-
  - (1) The carrying on of the Royal School of Needlework
  - (2) The founding and carrying on or aiding in the foundation and carrying of other Schools of Needlework
  - (3) The teaching and giving instruction in ornamental needle work and
  - (4) The supplying of suitable employment for poor gentlewomenand in connection with and for furthering the purposes aforesaid to manufacture sell and repair tapestry, hangings, furniture coverings, articles of clothing and all other articles and things to which ornamental needlework and the materials used in its manufacture
4. In furtherance of the foregoing objects but not further or otherwise the Association shall have the following powers:-
  - (1) To receive subscriptions and accept donations legacies and other gifts of any interest in real or personal property for the general purposes of the Association or for any particular purpose thereof.
  - (2) To acquire by gift purchase exchange or otherwise and to hold land, either for an estate in fee simple or for any less estate or interest upon and subject to such terms as the Association may think fit.
  - (3) To purchase take on lease or in exchange hire or otherwise acquire any real or personal property or apparatus machinery equipment or other items and any rights or privileges and to construct erect maintain add to or improve furnish equip alter and insure any building erection or works chattels and property of any description necessary or convenient for the work of the Association

- (4) Subject to such consents as may be required by law to sell let mortgage turn to account manage exchange improve dispose of or otherwise deal with all or any of the property or assets of the Association and subject to such terms and conditions as may be thought expedient and to exercise any rights privileges or advantages easements or other benefits for the time being attached to such property or assets and to undertake maintain and execute and do all such acts matters and things as the Association may be obliged or required or ought to do as the owner of such property or assets.
- (5) To procure commission and produce publish issue and distribute whether gratuitously or otherwise any newspapers periodicals books pamphlets leaflets posters postcards photographs films sound and video recordings advertisements appeals or other matter that the Association may think desirable or expedient for the promotion or furtherance of the general objects of the Association.
- (6) To present and promote exhibitions lectures classes seminars and meetings with a view to promoting the objects of the Association.
- (7) Subject to such consents as may be required by law to borrow and raise money in such manner as the Association shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Association's property or assets whether present or future, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Association of any obligation or liability it may undertake or which may become binding on it.
- (8) To amalgamate affiliate or co-operate with and subscribe to any association society or corporation whose objects shall be exclusively charitable and to purchase or otherwise acquire and undertake all or any part of the property assets liabilities and engagement of any association society or corporation PROVIDED that the Association shall not amalgamate affiliate with or subscribe to any association society or corporation which shall not prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Association under or by virtue of clause 5 hereof.
- (9) To enter into any arrangement that may be conducive to the attainment of the objects of the Association with any branch or department of central or local government any corporation established by central government and any charitable organisation or other association or person that may be interested in the work of the Association.
- (10) To employ servants, agents, independent contractors and others and subject always to the provisions of clause 5 hereof to remunerate any person firm or company for services rendered or to be rendered to the Association and to make all reasonable and necessary provision for the payment of pensions gratuities and like benefits to or on behalf of employees and their widows and other dependents.
- (11) To invest lay out and generally deal with the moneys of the Association not immediately required for its purposes in and upon such investments securities or property and generally in such manner as may be thought fit subject to such conditions (if any) and such consent (if any) as may for the time being be imposed or required by law and subject also as is hereinafter provided.
- (12) To receive money on deposit or loan upon such terms as may be thought fit, and to guarantee the obligations and contracts of persons or corporations having dealings with the Association.
- (13) To make advances with or without security, and upon such terms as may be thought fit.

- (14) To promote set up establish and support or aid in the promotion setting up establishment and support of any charitable organisation with objects similar to or connected with those of the Association or calculated to further objects of the Association.
- (15) To form a subsidiary company or companies to carry on the trade or business of manufacturing selling and repairing tapestry, hangings, furniture coverings, articles of clothing and all other articles and things to which ornamental needlework can be applied and generally of dealing in ornamental needlework and the materials used in its manufacture and otherwise turning to profit the products or designs of the Association and
  - (a) to pay out funds of the Association the costs charges and expenses of and incidental to the formation and registration of the same;
  - (b) to subscribe for shares in any such subsidiary company;
  - (c) to licence the same to use the name and logo of the Royal School of Needlework and any other of the assets of the Association.
- (16) To appoint special trustees to hold any property of the Association.
- (17) To undertake and execute any charitable trusts which may lawfully be undertaken by the Association and may be conducive to its objects.
- (18) To do all or any of the above things either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others, and whether by or through agents, trustees, sub-contractors or otherwise.
- (19) to do all such other lawful acts or things as are incidental or conducive to the attainment or furtherance of the above objects or any of them.

PROVIDED ALWAYS AND IT IS HEREBY DECLARED that the Association shall not support with its funds any object or endeavour to impose on or procure to be observed by its members or others any regulation restriction or condition which if an object of the Association would make it a Trade Union and the objects of the Association shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

- 5. The income and property of the Association whencesoever derived shall be applied solely towards the promotion of the objects of the Association as set forth in the Memorandum of Association 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 the members of the Association.

PROVIDED THAT nothing herein shall prevent any payment in good faith by the Association:-

- (A) of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association, not being a member of the Council of Management or to any company of which a member of the Association may be an officer or member, in return for any services actually rendered to the Association;
- (B) of interest on bonds or debentures or otherwise on money lent by any member of the Association or of its Council at a rate per annum not exceeding 1 per cent above the base rate from time to time in force of Barclays Bank Plc:

- (C) of reasonable and proper rent for premises demised or let by any member of the Association or of its Council, or by any company of which a member of the Association or of its Council may be an officer or member,
- (D) to any member of the Council of reasonable out of pocket expenses;
- (E) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Association or its Council may be a member holding not more than 1/36<sup>th</sup> part of the capital of that company.

6. The capital of the Association consists of £10,000, divided into 1000 shares of £10 each.
7. The liability of the members is limited.
8. If upon the winding up or dissolution of the Association 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 Association but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Association, or to any charitable institution or institutions having for its or their objects the advancement or benefit of women, such institution or institutions to be determined by the members of the Association at or before the time of dissolution and if and so far as effect cannot be given to such provision then to some other charitable object.

WE, the several persons whose names and address are subscribed, are desirous of being formed into an Association, in pursuance of this Memorandum of Association: and we respectively agree to take the number of Shares in the capital of the Association set opposite our respective names:-

NAMES, ADDRESS AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares Taken by each Subscriber
WESTMINSTER, K.G., Grosvenor House, London	ONE
PERCY WYNDHAM, M.P., 44 Belgrave Square, London	ONE
MARIAN M. ALFORD, Widow Alford House, Princes Gate, London	ONE
MICHAEL BIDDULPH 19, Ennismore Road Gardens London, MP	ONE
HENRY FREDERICK CLARE VYNER, J P., 31 Hill Street, Berkeley Square, London	ONE
SPENCER, K.G 27 St James' Place, London	ONE
BROWNLOW, Peer of the Realm Alford House, Princes Gate, London	ONE

Dated 1<sup>st</sup> Day of April 1878

Witness to the above Signatures:

A. C CURTIS HAYWARD  
4, Bishopsgate Street within,  
London,  
Solicitor

# THE COMPANIES ACTS 1985 to 1989

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## COMPANY LIMITED BY SHARES

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### ARTICLES OF ASSOCIATION

OF

### THE ROYAL SCHOOL OF NEEDLEWORK

(As adopted by Special Resolution passed 16<sup>th</sup> February 2022)

#### PRELIMINARY

1. Neither the regulations contained in Table A of the Schedule to the Companies (Table A to F) Regulations 1985, nor any of the regulations contained in Table A in the First Schedule to the Companies Act 1862 or in Table A in the First Schedule to the Companies Act 1948, shall apply to the Association.
2. In these regulations the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context.

Words	Meanings
The Act	The Companies Act 1985 including any statutory modification or enactment thereof for the time being in force.
The Statutes	The Act, and every other Act for the time being in force concerning companies and concerning companies and affecting the association as defined.
These Articles	These Articles of Association, and the regulations of the Association from time to time in force and Article has a corresponding meaning.
The Association	The above named The Royal School of Needlework
The Council	The Council of Management for the time being of the Association.
Paid up	shall include credited as paid up
The Seal	The common seal of the Association
Office	The registered office for the time being of the Association
Share	any Share in the Association

The Secretary	the secretary of the Association or any other person appointed to perform the duties of the secretary of the Association, including a joint, assistant or deputy secretary.
The Register	the register of Members of the Association required to be kept by section 352 of the Act
The United Kingdom	Great Britain and Northern Ireland
Month	Calendar Month
Clear days	in the context of a period of notice that period excluding the day when the notice is given or deemed to be given and the day from which it is given or on which it is to take effect.
In Writing	Written, printed or lithographed, or partly one and partly another and other modes of representing or producing words in a visible form.

And words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender: and

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

3. The Association is established for the purposes expressed in the Memorandum of Association.
4. The Association shall not give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any Shares in the Association nor shall the Association make any loan upon the security of its Shares but nothing in this Article shall prohibit transactions mentioned in Section 153 of the Act or authorised by section 155 of the Act.



## SHARE CAPITAL

5. The Share Capital of the Association is £10,000, divided into 1,000 non-Dividend paying Shares of £10 each

## SHARES AND CERTIFICATES

6. The Shares shall be under the control of the Council, who may allot and dispose of our grant options over the same to such persons, on such terms, and in such manner as they think fit.
7. Except as required by law, no person shall be recognised by the Association as holding any share upon any trust and (except as otherwise provided by these Articles or by law) the Association shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.
8. Every Member, upon becoming the holder of any shares, shall be entitled without payment to one certificated for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the Council may determine. Every certificate shall be sealed with the seal and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Association shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.
9. If a share certificated is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Association in investigating evidence as the Council may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery of the old certificate.

## JOINT HOLDERS OF SHARES

10. Where two or more persons are registered as the holders of any Share they shall be deemed to hold the same as joint tenants with the benefit of survivorship, subject to the following provisions:-
  - (A) The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof
  - (B) If a joint holder dies the survivor or survivors shall be the only persons recognised by the Association as having any title to his Share; but nothing herein contained shall release the estate of a deceased Member from any liability in respect of any share which had been jointly held by him.
  - (C) Only the person whose name stands first in the Register as one of the joint holders of any Share shall be entitled to delivery of the certificate relating to such Shares or to receive notices from the Association and any notice given to such person shall be sufficient notice to all the joint holders.
  - (D) Any one of the joint holders of any Share of the time being conferring a right to vote may vote either personally or by proxy at any Meeting in respect of such Share as if he were solely entitled thereto, provided that if more than one of such joint holders is present at any Meeting, either personally or by proxy, then the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the Register.

## TRANSFER AND TRANSMISSION OF SHARES

11. The instrument of transfer of a Share may be in any usual form or in any other form which the Council may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid by or on behalf of the transferee.
12. The Council may at any time in their absolute and uncontrolled discretion (and without assigning a reason) refuse to register the transfer of a Share. The Council may also refuse to register a transfer unless –
  - (1) a fee not exceeding five pounds is paid to the Association in respect thereof
  - (2) it is lodged at the Office or at such other place as the Council may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the Council may reasonably require to show the right of the transferor to make the transfer.
  - (3) it is in respect of only one class of shares, and
  - (4) it is in favour of not more than four transferees.
13. If the Council refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the Association send to the transferee notice of the refusal.
14. The Association shall be entitled to charge such fee, not exceeding five pounds, as the Council may from time to time determine for registering any probate, letters of administration, certificate of marriage or death, or other instrument relating to or affecting the title to any Shares.
15. The Association shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.
16. If a Member (who is not one of two or more joint holders of a Share) dies, his personal representatives shall be the only persons recognised by the Association as having any title to his interest.
17. A person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as the Council may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the Association to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All of these Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the Member and the death or bankruptcy of the Member had not occurred (so that the Council shall have the same rights to refuse or suspend registration).
18. A person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at any meeting of the Association or at any separate meeting of the holders of any class of shares in the Association.

## UNTRACED MEMBERS

19. The Association may at any time serve notice upon any Member in manner hereinafter provided and also by either

- (a) sending a copy of such notice through the post in a pre-paid letter addressed to the Member at such address (if any) other than his registered address as the Council may in its absolute discretion consider appropriate or
- (b) by advertisement in the Gazette and one mass circulation national newspaper

in either case requiring him to communicate with the Association at its registered office or at such other address as may be specified in such notice and if the Association shall not within 28 days after the date of service of such notice have received any communication from or on behalf of that Member or the person entitled by transmission to the Shares or any of them registered in the name of such Member the Council may resolve that he be deemed to be an untraced Member, and may thereupon sell on his behalf, in such manner and on such other terms and conditions as they think fit and at a price to be fixed as hereinafter provided the Shares registered in his name or any of them to such person as they may in their absolute discretion determine.

- 20. The price of any such Shares as aforesaid shall be at par
- 21. To give effect to any such sale the Council may authorise some person to transfer the Shares so sold to the purchaser thereof and the purchaser shall on the due execution and presentation of the transfer be registered as the holder of the Shares comprised in any such transfer (subject nevertheless to the provisions of these articles but so that notwithstanding Article 12 the Council shall not be bound to require the production or deposit of any Share certificate) and shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The proceeds of sale after payment of any costs incurred by the Association in relation thereto shall be held by the Association in trust for the untraced Member.

#### ALTERATION OF SHARE CAPITAL

- 22. The Association may be ordinary resolution –
  - (a) increase its share capital by new shares of such amount as the resolution prescribes;
  - (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (c) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others;
  - (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled; and
  - (e) subject to the provisions of the Act reduce its share capital, any redemption reserve and any share premium account in any way.
- 23. No new shares shall bear any dividend or profit or otherwise infringe the provisions of the Memorandum of Association.
- 24. Any capital raised by the creation of new Shares shall, unless otherwise provided by the conditions of issue, be considered as part of the original capital and shall be subject to the same provisions with reference to transfer and transmission of Shares, or otherwise, as if it had been part of the original capital.

## PURCHASE OF OWN SHARES

25. Subject to the provisions of the Act and the prohibition in the Memorandum of Association against paying or transferring any portion of the income or property of the Association directly or indirectly by way of dividend, bonus or otherwise to the Members of the Association, the Association may purchase its own shares (including any redeemable shares) and make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable surplus income of the Association or the proceeds of a fresh issue of shares.

## GENERAL MEETINGS

26. The Association shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Council and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting.
27. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
28. The Council may whenever they think fit call General Meetings. On the requisition of Members pursuant to the provisions of the Act, the Council shall forthwith proceed to convene an Extraordinary General Meeting for a date not later than eight weeks after receipt of the requisition and in default an Extraordinary General Meeting may be convened by such requisitionists as are required to convene such meeting in accordance with the Statutes. A requisition in writing by any one or more Members having at the date of deposit of the requisition the right to attend at General Meetings and, together, the right to cast not less than 10 percent of the votes on any particular resolution at such meeting shall be deemed to be a requisition "in accordance with the Statutes" for the purposes of this Article. If there are not within the United Kingdom sufficient Members of the Council to call a General Meeting, any Member of the Council or any two Members of the Association may call a General Meeting.

## NOTICE OF GENERAL MEETING

29. An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution or a resolution appointing a person as a Member of the Council shall be called by at least twenty-one clear days' notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:
- (a) in the case of an Annual General Meeting, by all the Members entitled to attend and vote thereat; and
  - (b) in the case of an Extraordinary General Meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than 95 per cent of the total voting rights at that meeting of all the Members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall also specify the meeting as such. If any resolution is to be proposed as an Extraordinary Resolution or as a Special Resolution, the notice shall contain a statement to that effect. The notice shall be given to all the Members and to the Council and auditors.

30. The accidental omission to give notice to, or the non-receipt of notice by, any person entitled to receive notice shall not invalidate the proceedings at any General Meeting.

## PROCEEDINGS AT GENERAL MEETINGS

31. 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.
32. 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 time and place as the Council may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall be a quorum.
33. The President for the time being or in his absence the Chairman of the Council shall preside as Chairman of the Meeting, but if neither the President nor the Chairman shall be present within fifteen minutes after the time appointed for holding the Meeting and willing to act, the Members of the Council present shall elect one of their number to be chairman and, if there is only one Member of the Council present and willing to act, he shall be chairman.
34. If no Member of the Council is willing to act as chairman, or if no Member of the Council is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman
35. The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place but no business shall be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' 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.
36. 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:-
  - (a) by the Chairman; or
  - (b) by at least two Members having the right to vote at the meeting; or
  - (c) by a Member or Members representing not less than one tenth of the total voting rights of Members having the right to vote on that resolution at the meeting:and a demand by a person as proxy for a Member shall be the same as a demand by a Member
37. Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the Meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
38. The demand for a poll may before the poll is taken, be withdrawn but only with the consent of the Chairman 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.
39. A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the 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.

40. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a second or casting vote.
41. A poll demanded on the election of a Chairman 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 time and place, as the Chairman directs not being more than thirty days after the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the Meeting shall continue as if the demand had not been made.
42. 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 seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
43. A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.

#### VOTES OF MEMBERS

44. Subject to any rights or restrictions attached to any shares, on a show of hands every Member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a Member entitled to vote, shall have one vote and on a poll every Member shall have one vote for every share of which he is the holder.
45. No Member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the Association, either in person or by proxy, in respect of any Share held by him unless all moneys presently payable by him in respect of that Share have been paid.
46. Votes may be given on a show of hands or on a poll either personally or by proxy. A corporation may vote by its duly authorised representative appointed as provided by section 375 of the Act or otherwise authorised in accordance with such corporations' regulations. A proxy need not be a Member of the Association, and a Member may appoint more than one proxy to attend on the same occasion. Where a Member is himself a proxy for another Member or Members then in such case he shall on a show of hands have one vote for himself as a Member and one vote for each Member for whom he is a proxy.
47. 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 by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Council of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or such other place as is specified in accordance with the Regulations for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the Meeting or adjourned Meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
48. 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 Chairman whose decision shall be final and conclusive.

49. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and the following provisions of the Article shall apply to the form of instrument appointing a proxy:-

- (a) Subject to sub-clause (b) of this Article any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit or in any other form which is usual or which the Council may approve:-

THE ROYAL SCHOOL OF NEEDLEWORK

I/We, \_\_\_\_\_ of \_\_\_\_\_

being a Member/Members of the above-named company, hereby appoint

\_\_\_\_\_ of \_\_\_\_\_

or, failing him,

\_\_\_\_\_ of \_\_\_\_\_ as my/our proxy to vote in my/our name [s] and on

my/our behalf at the annual/extraordinary general meeting of the company to be held on

20 \_\_\_\_\_, and at any adjournment thereof

Signed on \_\_\_\_\_ 20 \_\_\_\_\_

The instrument appointing a proxy shall confer authority to demand or join in demanding a poll

- (b) Where it is desired to afford Members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit or in any other form which is usual or which the Council may approve:-

THE ROYAL SCHOOL OF NEEDLEWORK

I/We, \_\_\_\_\_ of \_\_\_\_\_

being a Member/Members of the above-named company, hereby appoint

\_\_\_\_\_ of \_\_\_\_\_

or, failing him,

\_\_\_\_\_ of \_\_\_\_\_ as my/our proxy to vote in my/our name [s] and on

my/our behalf at the annual/extraordinary general meeting of the company to be held on

20 \_\_\_\_\_, and at any adjournment thereof

Signed on \_\_\_\_\_ 20 \_\_\_\_\_

"This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 \*for \*against

Resolution No 2 \*for \*against

Strike out whichever is not desired

"Unless otherwise instructed, the proxy will vote as "he thinks fit or abstain from voting

Signed on 20 "

50. 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 Council may:-
- (a) be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the Meeting or in any instrument of proxy sent out the by the Association in relation to the Meeting not less than 48 hours before the time for holding the Meeting at which the person named in the instrument proposes to vote; or
  - (b) 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
  - (c) 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 Chairman or to the Secretary or to any Member of the Council;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid. No instrument appointing a proxy shall be valid after expiration of twelve months from the date of its execution.

51. 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 Association at the Office or at 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 otherwise than on the same day as the Meeting or adjourned Meeting) the time appointed for taking the poll

#### PATRON

52. The Patron of the Association at the time of the adoption of this Article is Her Royal Highness the Duchess of Cornwall who shall hold such office until she shall retire by writing under Her hand.

#### PRESIDENT

53. The President of the Association at the time of the adoption of these Articles is Her Royal Highness the Duchess of Gloucester who shall hold such office until she shall retire by writing under Her hand.
54. Subject to the provisions of the immediately preceding Article the Association in General Meeting shall from time to time elect a President who shall hold office until retirement or until removed from office by a special resolution of the Association.
55. The president for the time being of the Association shall be ex officio a Member of the Council but shall not be subject to retirement by rotation or to be taken into account in determining the rotation of retirement of Members of the Council.

#### COUNCIL OF MANAGEMENT

56. There shall be a Council of Management of the Association and until otherwise determined by the Association by ordinary resolution, the number of Members of the Council (other than alternate Members of the Council shall not be less than five. No person (except the President) who is not a Member of the Association shall be eligible to hold office as a Member of the Council.



57. The following persons are the Members of the Council at the date of the adoption of these Articles:

T Bramble Esq

J Burke Esq

The Countess de Salis

Lady Hambro

The Countess of Harewood

Mrs R Hope

Lady Palumbo

C Slater Esq

Dr F Stein

L Synge Esq

Miss L Wrigglesworth

58. A co-opted Member of the Council may be elected at any time by resolution of the Council and may at any time be removed from office by such resolution. Such co-opted Member shall (subject to any such resolution for removal or to Article 73) hold office for such period as the Council may in such resolution for election specify or (if no period has been specified) for a period of one year. On retiring he shall be eligible to be co-opted again.
59. The Association shall keep at the Office a register of its Members that complies with the provisions of section 352 of the Act.

#### POWERS AND DUTIES OF THE COUNCIL

60. Subject to the provisions of the Act, the Memorandum of Association and these Articles the business of the Association shall be managed by the Council who may exercise all the powers of the Association. No alterations of the Memorandum of Association or these Articles shall invalidate any prior act of the Council, which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special powers given to the Council by these Articles and a meeting of the Council at which a quorum is present may exercise all the powers exercisable by the Council.
61. The Council may, by power of attorney or otherwise, appoint any person to be the agent of the Association for such purposes and on such conditions as they determine including authority for the agent to delegate all or any of his powers
62. The Council shall have power from time to time (subject to any contrary direction by the Association in General Meeting) to adopt and make alter and revoke bye-laws for the regulation of the Association (provided such bye-laws are not repugnant to the Memorandum of Association or these Articles) and in particular to make regulations as to the terms on which persons may become and be known as patrons, vice patrons or associate Members or be known by some other honorary title.

## DELEGATION OF POWERS OF THE COUNCIL

63. The Council may delegate any of their powers to any committee consisting of such person or persons (whether or not Members of the Council or Members of the Association) as the Council think fit but so that any committee consisting of less than three persons shall consist only of Members of the Council and any other committee shall consist of Members of the Council to the extent of at least two thirds of its number. Any such delegation may be made subject of any conditions the Council 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, a committee shall be subject at all times to the control of the Council and the proceedings of a committee with two or more Members shall be governed by the provisions of these Articles for regulating the proceedings of the Council so far as they are capable of applying.

## DEBENTURES

64. The Council may, without further consent on the part of the Association or otherwise, borrow, on the security of the Debentures of the Association from time to time any amount not exceeding in the whole the sum of £50,000; these Debentures shall be of £250 each, and shall, if the net surplus income of the Association in any year (after deducting therefrom 20 per cent as and by way of a reserve fund) be sufficient for the purpose, receive interest at the rate of 5 per cent in that year, but if such net surplus income after such deduction as aforesaid, be not sufficient for that purpose, then the Debentures shall in that year bear such rate of interest only as the net surplus income for that year (after such deductions as aforesaid) will permit, and the holders of such Debentures shall not have any claim to have the deficiency of interest made up by the Association, or out of the surplus income of any succeeding year.
65. The Council may from time to time, with the sanction of a general meeting of the Association, increase the limit of £50,000 imposed by Article 64 hereof, and all Debentures issued after such increase in excess of the said sum of £50,000, but within the limit from time to time sanctioned by the Association, shall be deemed, for all the purposes of these Articles to have been issued under the provisions of Article 64.
66. No Debenture shall at any time be issued to any Member of the Association at a discount or otherwise than for the full consideration stated in such Debenture.

## INTERESTS OF MEMBERS OF THE COUNCIL

- 68 For the purposes of Article 67:-
- (a) disclosure of any direct or indirect interest in any contract proposed contract arrangement or dealing such as is referred to in Article 67 shall be by notice in writing to the Council or by declaration at the meeting of the council at which the question of entering into such transaction or arrangement is first taken into consideration or, if the Member of the Council was not at the date of that meeting interested in such transaction or arrangement, at the next meeting of the Council held after he became so interested
  - (b) Where the Member of the Council becomes interested in any such transaction or arrangement after it is made or entered into, such declaration as aforesaid shall be made at the first meeting of the Council held after the Member became so interested.
- 69 For the purposes of Article 67:-
- (a) a general notice given to the Council that a Member of the Council 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 Member of the Council has an interest in any such transaction of the nature and extent so specified; and

- (b) an interest of which a Member of the Council has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

70. Save as may be otherwise provided by these Articles, a Member of the Council shall not vote at a meeting of the Council or of a committee set up by the Council on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and conflicts with the interests of the Association and if he shall so vote his vote shall not be counted.

For the purposes of this Article, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this Article becomes binding on the Association), connected with a Member of the Council shall be treated as an interest of that Member and, in relation to an alternate Member, an interest of his appointor shall be treated as an interest of the alternate Member without prejudice to any interest which the alternate Member has otherwise.

71. A Member of the Council shall not be counted in a quorum present at a meeting in relation on which he is not entitled to vote.
72. The Association may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of these Articles prohibiting a Member of the Council from voting at a meeting of the Council or of a committee set up by the Council.

#### DISQUALIFICATION OF MEMBERS OF THE COUNCIL

73. The office of a Member of the Council shall be vacated if a Member of the Council:-
- (a) ceases to be a Member of the Council by virtue of any provision of the Act or he becomes prohibited by law from being a Member of the Council; or
  - (b) becomes bankrupt or makes an arrangement or composition with his creditors generally; or
  - (c) he is, or may be, suffering from mental disorder and either
    - (i) 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 1960
    - (ii) 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
  - (d) ceases to be a Member of the Association;
  - (e) he resigns his office by notice to the Association;
  - (f) without the consent of the Association in General Meeting holds any other office or profit under the Association;
  - (g) is directly or indirectly interested in any contract with the Association and fails to declare the nature of his interest in manner required by Section 3 17 of the Act or by these Articles.
  - (h) he shall for more than six consecutive months have been absent without permission from meetings of the Council held during that period and the Council resolve that his office be vacated.

## ROTATION OF MEMBERS OF THE COUNCIL

74. At the Annual General Meeting in every year one third of the Members of the Council who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office; but if there is only one Member of the Council who is subject to retirement by rotation, he shall retire.
75. Subject to the provisions of the Act, the Members of the Council to retire by rotation shall be those who have been the longest in office since their last appointment or re-appointment, but as between persons who became or were last re-appointed Members of the Council on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
76. If the Association, at the meeting at which a Member of the Council retires by rotation does not fill the vacancy the retiring Member of the Council shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the Member of the Council is put to the meeting and lost, or unless at any such Meeting it shall be determined to reduce the number of Members of the Council in office.
77. No person other than a Member of the Council retiring by rotation shall be appointed or re-appointed a Member of the Council at any General Meeting unless
  - (a) he is recommended by the Council
  - (b) not less than fourteen nor more than thirty-five clear days before the day appointed for the meeting, notice executed by a Member qualified to vote at the meeting has been given to the Association of the intention to propose that person for appointment or re-appointment stating the particulars which would, if he were so appointed or re-appointed, be required to be included in the Association's register of Members of the Council together with notice executed by that person of his willingness to be appointed or re-appointed.
78. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a General Meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a Member of the Council retiring by rotation at the meeting) who is recommended by the Member of the Council for appointment or re-appointment at the meeting or in respect of whom notice has been duly given to the Association of the intention to propose him at the meeting for appointment or re-appointment as a Member of the Council. The notice shall give the particulars of that person which would, if he were so appointed or re-appointed, be required to be included in the Association's register of Members of the Council.
79. The Association may from time to time in General Meeting increase or reduce the number of Members of the Council, and may also determine in what rotation such increased or reduced number is to go out of office.
80. Subject as aforesaid the Council may appoint a person who is willing to act to be a Member of the Council, either to fill a vacancy or as an additional Member of the Council, provided that the appointment does not cause the number of Members of the Council to exceed any number fixed by or in accordance with these Articles as the maximum number of Members of the Council. A Member of the Council so appointed shall hold office only until the next following Annual General Meeting and shall not be taken into account in determining the Members of the Council who are to retire by rotation at the meeting. If not re-appointed at such Annual General Meeting, he shall vacate office at the conclusion thereof.
81. Subject as aforesaid, a Member of the Council 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.

## PROCEEDINGS OF COUNCIL

82. Subject to the provisions of these Articles, the Council may regulate their proceedings as they think fit. A Member of the Council may, and the Secretary at the request of a Member of the Council shall, call a meeting of the Council by serving notice thereof upon the Council. It shall not be necessary to give notice of a meeting to a Member of the Council who is absent from the United Kingdom. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote.
83. The quorum for the transaction of business may be fixed by the Council and unless so fixed at any other number shall be three.
84. The Members for the time being of the Council may act notwithstanding any vacancies in their number, but, if the number of Members of the Council is less than the number fixed as the quorum, the Member or Members for the time being of the Council may act only for the purpose of filling vacancies in their body, admitting persons to Membership of the Association or of calling a General Meeting, but not for any other purpose.
85. All acts done by a meeting of the Council, or of a committee set up by the Council, or by a person acting as a Member of the Council or Member of any committee, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Member of the Council or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Member of the Council and had been entitled to vote.
86. The Council may elect a Chairman of its Meeting, and determine the period for which he is to hold office; but no such election shall take effect unless and until the person so elected shall have been approved in writing as holder of such office by the Patron or the President for the time being; but if no such Chairman is effectively elected, or if at any Meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Members of the Council present shall choose some one of their number to be Chairman of such meeting.
87. The Chairman shall not while he continues to hold that office be subject to retirement by rotation and he shall not be taken into account in determining the rotation of retirement of Members of the Council

## EXPENSES OF MEMBERS OF THE GOVERNING BODY

88. Members of the Council may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of the Council or committees of the Council or General Meetings or separate meetings of the holders of debentures of the Association or otherwise in connection with the discharge of their duties.

## PRINCIPAL

89. The Council may from time to time appoint a Principal of any school of needlework for the time being carried on by the Association and may fix his remuneration and may provide as a term of his appointment that there be paid to him or his dependents a pension or gratuity on retirement or death.

## SECRETARY

90. Subject to the provisions of the Act the Secretary shall be appointed by the Council 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. The Council may from time to time by resolutions appoint an assistant or deputy secretary, and any person so appointed may act in place of the Secretary if there is no Secretary capable of acting.

## MINUTES

91. The Council shall cause minutes to be made in books kept for the purpose:-
- (a) of all appointments of officers made by the Council; and
  - (b) of all proceedings at meetings of the Association and of the Council and of committees of the Council, including the names of Members of the Council present at each such meeting

## THE SEAL

92. The seal shall only be used by the authority of the Council or a committee of the Council authorised by the Council. The Council may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by the Secretary and at least two Members of the Council, or by some other person appointed by the Council for that purpose.

## SURPLUS INCOME

93. The gross earnings of the Association in every year, including therein any income that may be derived from the investments of the Reserve Fund hereinafter mentioned, shall, after deducting therefrom all current expenses and charges, including interest on any loans (other than and except loans which may be secured by debentures issued under the special provisions of Article 64 hereof) and after making such provisions for bad and doubtful debts, and such allowance or reserve, if any, as the Council may deem necessary or proper for depreciation in value of Stock, be deemed to be the "surplus income".
94. The surplus income as hereinbefore defined shall be applied as follows: First – a sum equal to 20 per cent of such surplus income shall be carried to the credit of the Reserve Fund. Next, the surplus of such surplus income shall be applied in payment, so far as it will extend of the interest for that year, not exceeding the rate of 5 per cent on the Debentures of the Association from time to time issued under the provisions of Article 64 hereof and remaining unpaid. Any surplus which may remain after such payment as aforesaid shall be carried to the Reserve Fund.
95. If at any time hereafter the Reserve Fund shall have reached such an amount as in the opinion of the Council shall furnish an ample working Capital for the objects of the Association, all future surplus income, after payment of annual interest on the Debentures of the Association, issued under the special provisions of Article 64 hereof, and remaining unpaid, shall be applied from time to time in payment of the principal of such Debentures in order of the serial numbers marked on such Debentures. When all the principal money and interest on all Debentures of the Association issued under the special provisions of Article 64 hereof have been paid off, all future surplus income shall be applied in such manner as the Association shall from time to time determine, consistently with the provisions of the Memorandum of Association.

## RESERVE FUND

96. The Reserve Fund to be created in the manner hereinbefore provided shall be deemed to be a part of the working Capital of the Association, and the Council may from time to time, cause the whole or any part thereof to be applied in increasing the Stock, or otherwise in the business of the Association.

## ACCOUNTS

97. The Council shall cause to be kept accounting records in respect of the Council's transactions which are such as to disclose at any time, with reasonable accuracy, the financial position of the Association at that time. Such accounting records shall in particular contain:

- (a) entries showing from day to day all sums of money received and expended by the Association, and the matters in respect of which such receipts and expenditure takes place; and
  - (b) a record of the assets and liabilities of the Association.
- 98. The accounting records shall be kept at the Office or, subject to the provisions of the Statutes, at such other place or places as the Council shall think fit, and shall always be open to the inspection of the Members of the Association.
- 99. The Council shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Association or any of them shall be open to the inspection of Members not being officers of the Association, and no Member (not being an officer) shall have any right of inspecting any accounting records or other books or documents of the Association except as conferred by statute or authorised by the Council or by ordinary resolution of the Association.
- 100. The Council shall lay a revenue account and balance sheet duly audited and signed by the auditor and incorporating the report of the auditor thereon before each Annual General Meeting accompanied by a report by the Council on the position of the affairs of the Association signed by the Chairman of the Council Meeting at which the report is adopted. A copy of such revenue account and balance sheet duly audited and signed by the auditor and incorporating the report of the auditor thereon shall, not less than twenty-one clear days before the date of the Meeting, be sent to every Member (whether he is or is not entitled to receive notices of General Meetings of the Association), every holder of Debentures of the Association (whether he is or is not so entitled), and all other persons so entitled, but these Articles shall not require a copy of such documents to be sent to any person to whom, by virtue of Sub-Section (2) of Section 238 of the Act, the Association is not required to send the same.

#### AUDIT

- 101. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Statutes.
  - (a) A person shall be deemed to be a qualified auditor for these purposes if that person is eligible in accordance with section 25 of the Companies Act 1989 to be appointed as a company auditor or if that person is otherwise a Member of a body for the time being specified pursuant to section 44(1)(a) of the Charities Act 1993;
  - (b) Save as specified in paragraph (c) of this Article every appointment of an auditor shall be made by resolution of a general meeting of the Association;
  - (c) The Council may appoint an auditor to fill any casual vacancy occurring between general meetings of the Association.

#### NOTICES

- 102. Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Council need not be in writing.
- 103. The Association may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address, or (if he has no registered address) to or at the address, if any, within the United Kingdom supplied by him to the Association for giving notice to him. A Member whose registered address is not within the United Kingdom and who gives to the Association an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive notice from the Association.

104. A Member present, whether in person or by proxy, at any meeting of the Association shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
105. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice, shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.
106. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:-
- (a) every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Association an address within the United Kingdom for the giving of notices to them;  
and
  - (b) the auditor for the time being of the Association
107. No other person shall be entitled to receive notices of General Meetings.

#### INDEMNITY

108. Subject to the provisions of the Act but without prejudice to any indemnity to which a Member of the Council may otherwise be entitled, every Member of the Council or other office or auditor of the Association shall be indemnified out of the assets of the Association against any liability incurred by him defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Association.

#### DISSOLUTION

109. Clause 8 of the Memorandum of Association of the Association relating to the winding up and dissolution of the Association shall have effect as if the provisions thereof were repeated in these articles.

#### ACTIVITIES AS A HIGHER EDUCATION PROVIDER

110. Pursuant to the powers conferred by clauses 3 and 4 of the Memorandum of Articles has resolved to become a higher education provider registered pursuant to the provisions of Higher Education and Research Act 2017 or any subsequent modification or re-enactment thereof.

Consequently

- (a) academic staff have the freedom within the law
    - (i) to question and test received wisdom and
    - (ii) to put forward new ideas and controversial or unpopular opinions without placing themselves in jeopardy of losing their jobs or privileges they may have;
- and
- (b) all staff, tutors, teachers, trustees, visitors and guests of and students participating in courses provided by the Association enjoy the right within the law to freedom of speech.



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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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WESTMINSTER, K.G.,  
Grosvenor House, London

PERCY WYNDHAM, M.P.,  
44 Belgrave Square, London

MARIAN M. ALFORD, Widow  
Alford House, Princes Gate, London

MICHAEL BIDDULPH  
19, Ennismore Road Gardens London, MP

HENRY FREDERICK CLARE VYNER,  
J P., 31 Hill Street, Berkeley Square, London

SPENCER, K.G  
27 St James' Place, London

BROWNLOW, Peer of the Realm  
Alford House, Princes Gate, London

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Dated 1<sup>st</sup> Day of April 1878