

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

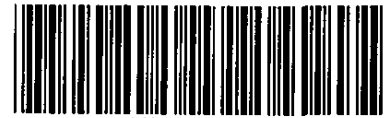
WRITTEN RESOLUTION

Of

THE PAPWORTH TRUST

Company No: 0148906

TUESDAY



AVWUBSNL

A28

22/03/2011

331

COMPANIES HOUSE

Circulation date: 4 November 2010

We the undersigned, being no fewer than seventy-five percent of the members of the above company, for the time being entitled to receive notice of, attend and vote at General Meetings, hereby unanimously pass the following special resolution on the date that the last member signs and agree that the said resolution shall for all purposes be as valid and effective as if the same had been passed at a General Meeting of the company duly convened and held.

SPECIAL RESOLUTION

IT IS HEREBY RESOLVED

- 1 That the Memorandum and Articles of Association of the Company be amended by deleting all the provisions of the Company's Memorandum of Association which, by virtue of section 28 Companies Act 2006, are to be treated as provisions of the Company's Articles of Association; and
2. That the Articles contained in the document produced to the meeting and for the purposes of identification initialled by the Chairman thereof be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association

Signatures:

Ashish Dasgupta Date

Adrian Bridgewater Date

Joanna Womack Date

Hugh Duberly Date

Judith Pearson Date

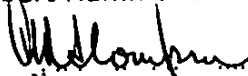
Joseph Pajak Date

Angela Scott Date

Jill Millns Date

Nigel Atkinson Date

Robert Hammond Date


Andrew Thompson

16 Nov 2010
Date

Notes for Members:

- 1 To signify his/her agreement to the proposed resolutions set out above each eligible member is requested to sign and return these proposed written resolutions to the Company at Bernard Sunley Centre, Papworth Everard, Cambridge CB23 3RG, marked for the attention of Tony Osborne. Once eligible members have signified their agreement to the proposed resolutions their agreement may not be revoked.
- 2 These proposed written resolutions will lapse if they are not passed before the end of 28 days beginning with the day on which this document is circulated to eligible members.
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Company No: 0148906

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AMVW0031W
22/03/2011
COMPANIES HOUSE

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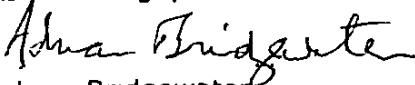
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Signatures

Ashish Dasgupta

Date


Adrian Bridgewater

18/11/10

Date

Joanna Womack

Date

Hugh Duberly

Date

Judith Pearson

Date

Joseph Pajak

Date

Angela Scott

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22/03/2011
COMPANIES HOUSE

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Ashish Dasgupta

Date

Adrian Bridgewater

Date


Joanna Womack

05.11.10.

Date

Hugh Duberly

Date

Judith Pearson

Date

Joseph Pajak

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Angela Scott

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Signatures

Ashish Dasgupta

Date

Adrian Bridgewater


Date

Joanna Womack

Date

Hugh Duberly

Date


Judith Pearson

November 8th 2010

Date

Joseph Pajak

Date

Angela Scott

Date

Jill Millns

Date

Nigel Atkinson

Date

Robert Hammond

Date

Andrew Thompson

Date

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THE PAPWORTH TRUST

Company No: 0148906

Circulation date: 4 November 2010

A28

22/03/2011
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Adrian Bridgewater Date

Joanna Womack Date

Hugh Duberly Date

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Joseph Pajak Date

Angela Scott Date

Jill Millns Date

Nigel Atkinson Date


Robert Hammond

Date

16 November 2020

Andrew Thompson Date

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18 11. 2010
Date

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Date

Joanna Womack

Date

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Date

Judith Pearson

Date

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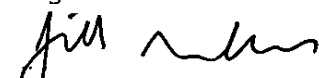
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Company Number 00148906
Registered Charity Number 211234

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION OF
THE PAPWORTH TRUST

Adopted by Special Resolution passed on [*18th November*] 2010

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Merlin Place
Milton Road
CAMBRIDGE
CB4 0DP

Tel 01223 423444
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Our Ref CAB/JKB/33491 266

DocNumber



A28

22/03/2011
COMPANIES HOUSE

313

TITLE OF DOCUMENT

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PART 1 - PRELIMINARY

1 NAME AND STATUS

1 1 The name of this company is "THE PAPWORTH TRUST"

1 2 The Trust is registered, under the Act, as a company limited by guarantee in England and Wales

1 3 The Trust is also registered, under the Charities Act 1993 and Charities Act 2006, as a charity in England and Wales

2 DISAPPLICATION OF MODEL ARTICLES

2 1 These Articles alone shall constitute the regulations of the Trust. The regulations contained in The Model Articles for Private Companies Limited by Guarantee shall not apply to the Trust

3 DEFINITIONS

3 1 In these Articles, unless the context requires otherwise

"the Trust" means The Papworth Trust,

"the Act" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force,

"these Articles" means these articles of association of the Trust as from time to time altered or added to,

"Board of Trustees" means the board of trustees of the Trust specified in Article 15,

"Clear Days" means (in relation to the period of notice) that period excluding the day when the notice is given, or deemed to be given, and excluding the day on which it is received or deemed to take effect,

"Commission" means the Charity Commission of England and Wales,

"Conflicted Trustee" means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit from the Trust, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Trust,

"Connected Person" means, in relation to a Trustee, a person connected with a Trustee within the meaning of the Charities Acts 1993 and 2006

"Office" means the registered office of the Trust, being Papworth Everard, Cambridge, CB23 3RG,

"Secretary" means the Secretary of the Trust or any other person appointed to perform the duties of the Secretary of the Trust,

"Trustee" means a person who is appointed as a member of the Board of Trustees in accordance with these Articles. The Trustees are charity trustees as defined by section 97 of the Charities Act 1993. For the avoidance of doubt, a Trustee is deemed to be a director of the Trust under the Act, and

"the United Kingdom" means Great Britain and Northern Ireland

3 2 References in these Articles to the masculine gender shall, where appropriate, be deemed to include the feminine and vice versa

4 INTERPRETATION

4 1 Unless the context otherwise requires, words and expressions contained in these Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Trust

4 2 Except as stated in article 4 1 above, references to an Act of Parliament include any statutory modification or re-enactment of it for the time being

in force, and any subordinate legislation made under it

PART 2- OBJECT AND POWERS OF THE TRUST

5 OBJECT

5 1 The object ("the Object") of the Trust is to provide relief to disabled people, including the provision of social housing, in such ways that are for the benefit of the public and charitable according to English Law

5 2 For the purposes of providing such relief, the Trust will, in any ways that the Board of Trustees think fit, provide all such services and facilities as are required, contribute to research and development projects, and promote the entitlement of disabled people to equality, choice and independence

6 POWERS

6 1 The Trust has power to do anything which is calculated to further its Object, or is conducive or incidental to doing so. In addition, the Trust has power

6 1 1 to raise funds and to invite and receive contributions from any person or persons whatsoever (including subscriptions, donations, legacies, grants, property and other gifts). This shall be without prejudice to the ability of the Trust to disclaim any gift, legacy or bequest, in whole or in part, in such circumstances as the Trust may think fit, subject to such consent as may be required by law. The Trust shall not undertake any permanent trading activities in raising funds in furtherance of its Object,

6 1 2 subject to such consents as may be required by law, to borrow and raise money in such manner and upon such terms as the Trust may think fit,

6 1 3 to lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company,

6 1 4 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other negotiable, transferable, or mercantile instruments and to operate bank accounts,

6 1 5 to invest the moneys of the Trust not immediately required for the

furtherance of its Object in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law,

- 6 1 6 to delegate, upon such terms and at such reasonable remuneration as the Trust shall think fit, to professional investment managers (the '**Managers**') the exercise of all or any of the Trust's powers of investment on condition that
 - 6 1 6 1 such delegation shall be by an agreement which is made or evidenced in writing,
 - 6 1 6 2 the delegated powers shall be exercisable only within clear policy guidelines devised from time to time by the Trust and the Trust shall use reasonable endeavours to ensure that the guidelines are observed,
 - 6 1 6 3 the Managers shall be under a duty to report promptly to the Trustees any exercise of the delegated powers,
 - 6 1 6 4 the Trust shall be entitled at any time and without notice to review, alter or determine the delegation or its terms, and
 - 6 1 6 5 the Trust shall review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months, but so that any failure by the Trust to undertake such review within the period of 12 months shall not invalidate the delegation
- 6 1 7 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Trust may think necessary for the promotion of its Object,
- 6 1 8 to pay outgoings and expenses and execute documents and do all things required in connection with the use, maintenance, upkeep, expansion, alteration or improvement of any such property,
- 6 1 9 subject to such consents as may be required by law, to sell, manage, let, mortgage, charge, dispose of or turn to account all or any of the property or assets of the Trust,

- 6 1 10 subject to Article 7, engage and pay any person or persons 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 Trust, to make any reasonable and necessary provision for childcare facilities, for the payment of pensions and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants For the avoidance of doubt, the Trust may employ or remunerate a Trustee only to the extent it is permitted to do so by Article 7 and provided it complies with the conditions in that Article,
- 6 1 11 to purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description,
- 6 1 12 to subscribe to, become a member of, or co-operate with any other charitable organisation, institution, society or body of similar type not formed or established for purposes of profit whose objects are wholly or in part similar to those of the Trust, and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Trust under or by virtue of Article 7 hereof, and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Trust of any such charitable organisation, institution, society or body,
- 6 1 13 to co-operate and contract with other charities, companies, organisations, persons or bodies of persons, voluntary bodies and statutory authorities , and to exchange information and advice with them,
- 6 1 14 to establish and support or aid the establishment and support of any charitable trusts, associations or institutions, and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further the Object of the Trust,
- 6 1 15 to promote or assist in promoting any company wholly owned by the Trust or another charitable organisation or body where it is expedient in the interests of the Trust that such a wholly-owned company should be formed, provided that the Trust shall not expend charitable funds in

supporting financially any such company,

6 1 16 to acquire, merge with or enter into any partnership or joint venture arrangement with any other organisation which is charitable by law,

6 1 17 to amalgamate with any companies, institutions, societies or associations which shall be charitable by law and which have objects altogether or mainly similar to those of the Trust, and which prohibit any 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 Trust by these Articles,

6 1 18 to enter into any contract of insurance in respect of any matter in which the Trust has an insurable interest and any real or personal property in which the Trust shall have any interest, and to insure the Trust in connection with any acts done or omitted to be done by any officers, employees and voluntary workers of the Trust on behalf of the Trust, including indemnity insurance for such persons (but not including anyone who is a Trustee or member of the Trust), and

6 1 19 to provide indemnity insurance to cover the liability of the Trustees or members of the Trust which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Trust Any such insurance shall be obtained in accordance with Article 27

7 APPLICATION OF INCOME AND PROPERTY

7 1 The income and property of the Trust shall be applied solely towards the promotion of the Object and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Trust

7 2 Save as provided below, no Trustee shall be appointed to any office of the Trust paid by salary or fees, or receive any remuneration or other benefit in money, or money's worth, from the Trust Nothing herein shall prevent any payment in good faith by the Trust

7 2 1 of reasonable and proper remuneration for any services rendered to the

Trust by any member, officer or employee of the Trust who is not a Trustee,

- 7 2 2 of 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 Trust 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 Trustee shall withdraw from any meeting at which his appointment or remuneration, or that of his partner, is under discussion,
- 7 2 3 of interest on money lent to the Trust by any member of the Trust or Trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Trustees,
- 7 2 4 of monies to effect and maintain any insurance by or on behalf of any Trustee against their liability for any acts as referred to in Article 6 1 19,
- 7 2 5 of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company,
- 7 2 6 of reasonable and proper rent or licence fee for premises let or licensed to the Trust by any member of the Trust or a Trustee,
- 7 2 7 to any Trustees of reasonable out-of-pocket expenses properly incurred by them in connection with their attendance at meetings of the Board of Trustees, or committees or general meetings, or otherwise in connection with the discharge of their duties,
- 7 2 8 of reasonable and proper remuneration by the Trust to any Trustee for performing exceptional services actually rendered provided that
- 7 2 8 1 any such Trustee is absent from all meetings of the Board of Trustees during the relevant discussions,
- 7 2 8 2 any such Trustee takes no part in the relevant discussions,
- 7 2 8 3 the other Trustees are satisfied that the transactions arising out of such

decisions are advantageous to the charitable purposes of the Trust,

7 2 8 4 at no time shall the majority of the total number of Trustees receive any such remuneration

7 3 Subject to clause 7 2 above, when a Trustee is a Conflicted Trustee, the Trustees present at a meeting who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Trust to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee or a Connected Person, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee or Connected Person

7 3 1 to continue to participate in discussions leading to the making of a decision,

7 3 2 to disclose information confidential to the Trust to a third party, or

7 3 3 to take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Trust, or refrain from taking action designed to remove the conflict

7 4 A Conflicted Trustee who obtains (other than through his position as a Trustee) information that is confidential to a third party shall not be in breach of his or her duties to the Trust if he or she declares the conflict in accordance with the Act and then withholds such confidential information from the Trust

PART 3 – MEMBERS

8 MEMBERS

8 1 The members of the Trust shall be the persons who, immediately before the adoption of these Articles, are registered as members of the Trust in its register of members, together with any such other persons as the Board of Trustees, or a committee of the Board of Trustees authorised to act in that regard, may in its absolute discretion admit as members of the Trust

- 8 2 Every Trustee of the Trust shall on his appointment be entered on the register of members and become and remain a member of the Trust for so long as he is a Trustee. Every person, on ceasing to be a Trustee, shall forthwith on such cessation automatically cease to be a member and be removed from the register of members
- 8 3 Every person desiring to be admitted as a member of the Trust shall apply for membership in writing to the Board of Trustees, or otherwise in such form and manner as the Board of Trustees may for the time being prescribe and each new member shall pay the membership subscription fee (if any) for the time being in force
- 8 4 Any member of the Trust who shall desire to resign his membership, shall signify such desire in writing to the Secretary, and thereupon his name shall be removed from the register of members and he shall cease to be a member of the Trust
- 8 5 The Board of Trustees may at any time, by a resolution passed by not less than three-fourths of the members of the Board of Trustees (whether in person or by proxy), require any member of the Trust to resign his membership of the Trust. Such member shall, at the expiration of one month from the passing of such resolution, cease to be a member of the Trust and his name shall be removed from the register of members. No such resolution shall be effective unless passed at a meeting of the Board of Trustees of which such member has been given reasonable notice and at which such member has been given a reasonable opportunity of being heard in his own defence
- 8 6 The rights and privileges of membership of the Trust shall be personal to a member, shall not be transferable or transmissible by his own act or by operation of law, and shall cease on his death
- 9 LIABILITY OF MEMBERS**
- 9 1 The liability of the members is limited
- 9 2 Every member of the Trust undertakes to contribute such amount as may be required (not exceeding £1) to the assets of the Trust if it should be 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 Trust 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 contributors among themselves

10 DISSOLUTION

10 1 If, upon the winding up or dissolution of the Trust, 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 Trust. Any such property shall be given or transferred to some other charitable institution or institutions having objects similar to the Object and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Trust by Article 7, such institution or institutions to be determined by the members of the Trust at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some other charitable body

11 GENERAL MEETINGS

11 1 The Trust shall hold an annual general meeting in every calendar year, at such time and such place as may be determined by the Board of Trustees, who shall specify the meeting as such in the notice calling the meeting. Not more than fifteen months shall elapse between the date of one annual general meeting and that of the next

11 2 The Board of Trustees may call general meetings at any time and, if required to do so by members of the Trust in accordance with Article 11 3 below, shall convene a general meeting for a date not later than eight weeks after the receipt of the requisition

11 3 The Trustees are required to call a general meeting once the Trust has received requests to do so from members who represent at least 10 per cent of the total voting rights of all members having a right to vote at a general meeting

12 NOTICE OF GENERAL MEETINGS

12 1 An annual general meeting, and any other general meeting (subject to the requirements of the Act), shall be called by at least fourteen Clear Days' notice in writing. The notice shall specify the time and place of the

meeting, the general nature of the business to be transacted and the rights of a member to appoint a proxy in accordance with the Act

12 2 Subject to the provisions of these Articles, notice of annual general meetings and general meetings shall be given to all members of the Trust and to the auditors of the Trust

12 3 Notwithstanding the foregoing provisions of these Articles, a general meeting may be called by shorter notice if it is so agreed by a majority of not less in number of members having a right to attend and vote of 90 percent of the total voting rights at the meeting of all the members

12 4 Every notice concerning a general meeting shall be given in accordance with the Act, that is, in hard copy, electronic form or by means of a website

12 5 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 of that meeting

13 PROCEEDINGS AT GENERAL MEETINGS

13 1 No business shall be transacted at any meeting unless a quorum is present Five persons entitled to vote upon the business to be transacted, each being a member, shall constitute a quorum

13 2 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present in person or by proxy, 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 Board of Trustees shall determine

13 3 The Chairman of the Trust, or in his absence the Vice-chairman of the Trust shall preside as chairman at every general meeting of the Trust If neither of them is present at any meeting within fifteen minutes after the time appointed for the holding of the meeting and willing to act, the members present in person or by proxy shall choose one of their number to be chairman for the purpose of that meeting

13 4 The chairman may, with the consent of any 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. No business shall be transacted at any adjourned meeting other than business, which might properly have been transacted at the original meeting, had an adjournment not taken place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. It shall not otherwise be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

- 13.5 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands.
- 13.6 Any member of the Trust is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and speak and vote at an annual general meeting or general meeting.
- 13.7 A member is able to exercise the right to speak at a general meeting when that member is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that member has on the business of the meeting.
- 13.8 A member is able to exercise the right to vote at a meeting when
- 13.8.1 That member is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 13.8.2 That member's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other members attending the meeting.
- 13.9 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 13.10 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 13.11 Two or more members who are not in the same place as each other attend a general meeting if their circumstances are such that if they have

rights to speak and vote at that meeting, they would be able to exercise them

14 VOTES OF MEMBERS

- 14 1 Every member who is present in person or by proxy shall have one vote
- 14 2 No member shall be entitled to vote at any general meeting unless all monies (if any) then payable by him to the Trust whether by these Articles, or any regulations made by the Trustees, or otherwise have been paid
- 14 3 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 Every vote not disallowed at the meeting shall be valid Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive
- 14 4 Any member of the Trust entitled to attend and vote at a general meeting is entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of him
- 14 5 An instrument appointing a proxy shall be in any common form or in any form as the Trustees may approve and the Trustees may if they think fit (but subject to the provisions of the Act) send out with the notice of any meeting forms of instrument of proxy for use at the meeting
- 14 6 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 be deposited at the Office or at such other place within the United Kingdom as is specified on the notice convening the meeting (or in any instrument of proxy sent out by the Trust 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, and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid
- 14 7 A vote given by proxy shall be valid notwithstanding the previous determination of the authority of the person voting unless notice of the determination was received 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

PART 4 – TRUSTEES

15 THE BOARD OF TRUSTEES

15 1 For the avoidance of doubt, the Board of Trustees is also deemed to be the board of directors by virtue of the Act

15 2 The number of Trustees shall be not less than five nor more than fifteen

16 POWERS OF THE BOARD OF TRUSTEES

16 1 Subject to the provisions of the Act, these Articles and to any directions given by special resolution of the members, the business of the Trust shall be managed by the Board of Trustees

16 2 The Board of Trustees may exercise all the powers of the Trust No alteration of the Articles and no such direction shall invalidate any prior act of the Board of Trustees, which would have been valid if that alteration had not been made or that direction had not been given A meeting of the Board of Trustees, at which a quorum is present, may exercise all the powers exercisable by the Board of Trustees

17 APPOINTMENT AND RETIREMENT OF TRUSTEES

17 1 Subject to Articles 17 5 to 17 8, appointment of a person who is willing to act to be a Trustee, either to fill a vacancy or as an additional Trustee, shall be made by ordinary resolution of the members

17 2 At every annual general meeting of the Trust, one-third of the Trustees shall retire from office If the number of Trustees is not a multiple of three, the number nearest to one-third shall retire from office If there is only one Trustee who is subject to retirement by rotation, he shall retire

17 3 The Trustees to retire by rotation shall be those who have been longest in office since their last appointment or re-appointment As between persons who became or were last re-appointed Trustees on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot

17 4 A Trustee retiring at an annual general meeting shall, subject to Articles

17 5 to 17 8, be eligible for re-election at that meeting. If he is not re-elected the retiring Trustee shall hold office until the conclusion of the business of such meeting.

17 5 No person shall be appointed or re-appointed a Trustee at any general meeting unless,

17 5 1 he is recommended by the Board of Trustees, and

17 5 2 he has attained the age of 21 years,

17 6 No person shall be appointed as Trustee in circumstances such that, had he already been a trustee, he would have been disqualified from acting under the provisions of Article 18.

17 7 Appropriate notice shall be given to all persons who are entitled to receive notice of a general meeting, of any individual who is recommended by the Board of Trustees for appointment or re-appointment as a Trustee, or in respect of whom notice has been duly given to the Trust of the intention to propose him at the meeting for appointment or re-appointment as a Trustee. The notice shall contain the particulars of that individual which would, if he were so appointed or re-appointed, be required to be included in the Trust's register of Trustees.

17 8 A Trustee's term of office shall be three years, and no Trustee shall be re-appointed after serving three terms of office.

18 DISQUALIFICATION AND REMOVAL OF TRUSTEES

18 1 A Trustee shall be removed if

18 1 1 he 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),

18 1 2 he ceases to be a director of the company by virtue of any provisions in the Act or is prohibited by law from being a director of a company,

18 1 3 he becomes bankrupt or makes any arrangement or composition with his creditors generally,

18 1 4 he becomes incapable by reason of mental disorder, illness or injury of

managing and administering his own affairs,

18 1 5 he ceases to be a member of the Trust,

18 1 6 he resigns his office by notice to the Trust (but only if at least two Trustees will remain in office when the notice of resignation is to take effect),

18 1 7 he is absent without the permission of the Board of Trustees from all their meetings held within a period of six months and the remaining members of the Board of Trustees resolve that his office be vacated,

18 1 8 he is removed from office by virtue of a resolution duly passed by a general meeting of the Trust pursuant to section 168 of the Act, or

18 1 9 he dies

19 PROCEEDINGS OF THE BOARD OF TRUSTEES

19 1 Subject to the provisions of these Articles, the Board of Trustees may regulate their meetings as they think fit. A Trustee may, and the Secretary at the request of a Trustee shall, call a meeting of the Board of Trustees. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom. Questions arising at a meeting of the Board of Trustees 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.

19 2 A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants.

19 3 No decision may be made by a meeting of the Board of Trustees unless a quorum is present at the time the decision is purported to be made. '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.

19 4 The quorum for the transaction of the business of the Board of Trustees may be fixed by the Board or Trustees but shall not be less than five Trustees.

- 19 5 The Board of Trustees may act notwithstanding any vacancies in their number. If the number of Trustees is less than five, the continuing Trustees may act only for the purpose of filling vacancies or of calling a general meeting.
- 19 6 The Chairman of the Trust, or failing him the Vice Chairman of the Trust, shall be entitled to preside as chairman at every meeting of the Board of Trustees. If there is no Chairman of the Trust or Vice Chairman of the Trust, or if at any meeting neither of them is present within five minutes after the time appointed for the meeting and willing to preside, the Trustees present may appoint one of their number to be chairman of the meeting.
- 19 7 All acts done by a meeting of the Board of Trustees shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee, or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, shall be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
- 19 8 A resolution in writing, signed by all the Trustees entitled to receive notice of a meeting of Board of Trustees, shall be as valid and effective as if it had been passed at a meeting of the Board of Trustees duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Trustees.
- 19 9 If a question arises at a meeting of the Board of Trustees, or of a committee, 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. The chairman's ruling in relation to any Trustee other than himself shall be final and conclusive. If a question arises as to the right of the chairman to vote, the question may be referred to the next longest serving member of the Board of Trustees and that Trustee's ruling in relation to the chairman shall be final and conclusive.
- 19 10 Any bank account, in which any part of the assets of the Trust is deposited, shall be operated by the Trustees and shall indicate the name

of the Trust All cheques and orders for the payment of money from such account shall be signed by at least two signatories within authorised limits and in accordance with instructions issued by the Trustees

20 DELEGATION

20 1 The Board of Trustees may delegate the day to day management of the Trust to any other person or persons, as they see fit (subject to any conditions the Trustees may impose)

21 COMMITTEES

21 1 The Board of Trustees may delegate any of their powers, or the implementation of any of their resolutions, to one or more committees Any such committee shall include at least one member of the Board of Trustees

21 2 The resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number)

21 3 Subject to Article 21 1 above, the composition of any such committee shall be entirely in the discretion of the Board of Trustees

21 4 The deliberations of any such committee shall be reported to the Board of Trustees at intervals specified by the Board of Trustees Any resolution passed or decision taken by any such committee shall be reported to the Board of Trustees within a reasonable period of time and for that purpose every committee shall appoint a secretary

21 5 All delegations under this Article shall be revocable by the Board of Trustees at any time

21 6 The Board of Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as they may from time to time think fit

21 7 All acts and proceedings of any such committee shall be fully reported to the Board of Trustees within a reasonable period of time No committee shall incur or commit any expenditure or borrow on behalf of the Board of Trustees, otherwise than in accordance with a budget agreed by the Board of Trustees

22 SECRETARY

- 22 1 The Secretary shall be appointed by the Board of Trustees 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 Secretary shall keep minutes in books kept for the purpose
- 23 1 1 of recording all appointments made by the Board of Trustees, and
- 23 1 2 of recording the names and addresses of all members, and
- 23 1 3 of all proceedings at meetings of the Trust and of the Board of Trustees and of committees established by the Board of Trustees including the names of the persons present at each such meeting

PART 5 – ADMINISTRATIVE ARRANGEMENTS AND ANNUAL REPORT

24 ACCOUNTS

- 24 1 No member shall (as such) have any right of inspecting any accounting records or other book or document of the Trust, except as conferred by statute, or authorised by the Trustees, or by ordinary resolution of the Trust
- 24 2 The Trustees must prepare accounts and keep accounting records as required by the Act
- 24 3 The Trustees shall comply with the requirements of the Charities Act 1993 (and any subsequent modification or replacement) with regard to statement of accounts, preparation of an annual report, preparation of an annual return and their transmission to the Commission
- 24 4 The Trustees shall notify the Commission of any changes to the Trust's entry on the Register of Charities

25 DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE

- 25 1 Where the Act permits the Trust to send documents or notices to its members in electronic form or by means of a website, the documents will be validly sent provided the Trust complies with the requirements of the

Act

25 2 Subject to any requirement of the Act, documents and notices may be sent to the Trust in electronic form to the address specified by the Trust for that purpose and such documents and notices sent to the Trust are sufficiently authenticated if the identity of the sender is confirmed in the way the Trust has specified

26 NOTICES

26 1 Any notice to be given to or by any person pursuant to the Articles shall be in writing, except that a notice calling a meeting of the Board of Trustees need not be in writing

26 2 A member present in person at any meeting of the Trust shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called

27 TRUSTEE INDEMNITY

27 1 Subject to the provisions of the Act, every Trustee or other officer, employee or auditor of the Trust shall be indemnified out of the assets of the Trust against any liability incurred by him in defending any proceedings whether civil or criminal in which judgment 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 for negligence, default, breach of duty or breach of trust in relation to the affairs of the Trust

27 2 The Board of Trustees shall, subject to Article 27 4 below, arrange for the purchase, out of the assets of the Trust, of insurance designed to indemnify the Trustees against any personal liability in respect of

27 2 1 any breach of trust or breach of duty committed by him in his capacity as Trustee, or

27 2 2 any negligence, default, breach of duty or breach of trust committed by him in his capacity as director or officer of the Trust

27 3 Notwithstanding Article 27 1, such insurance must so constructed as to exclude the provision of any indemnity for the Trustee in respect of

27 3 1 any liability incurred by him to pay

- 27 3 1 1 a fine imposed in criminal proceedings, or
- 27 3 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),
- 27 3 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
- 27 3 3 any liability incurred by him to the Trust that arises out of any conduct which he knew (or must reasonably be assumed to have known) was not in the interests of the Trust or in the case of which he did not care whether it was in the best interests of the Trust or not
- 27 4 The Trustees shall not purchase insurance under this Article 27 unless they decide that they are satisfied that it is in the best interests of the Trust for them to do so
- 28 RULES**
- 28 1 The Board of Trustees may, from time to time, make such rules as they may deem necessary, expedient or convenient for the proper conduct and management of the Trust, and for the purposes of prescribing classes of and conditions of membership. In particular, but without prejudice to the generality of the foregoing, they may by such rules regulate
- 28 1 1 the admission and classification of members of the Trust (including the admission of any organisations to membership), the rights and privileges of such members, and the conditions of membership, the terms on which members may resign or have their membership terminated, and the entrance fees, subscriptions and other fees or payments to be made by members,
- 28 1 2 the conduct of members of the Trust in relation to one another, and to the Trust's employees,
- 28 1 3 the setting aside of the whole or any part or parts of the Trust's premises at any particular time or times or for any particular purpose or purposes,

- 28 1 4 the procedure at general meetings and meetings of the Board of Trustees and committees established by the Board of Trustees, in so far as such procedure is not regulated by these Articles, and
- 28 1 5 generally all such matters as are commonly the subject matter of company rules
- 28 2 The Trust in general meeting shall have power by ordinary resolution to alter, add to or repeal the rules and the Board of Trustees shall adopt such means as they think sufficient to bring to the notice of members of the Trust all such rules, which shall be binding on all members of the Trust No rule shall be inconsistent with, or shall affect or repeal anything contained in, these Articles

DATE