

Company No. 00477145  
Charity No. 210066

THE COMPANIES ACTS 1985 TO 2006

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COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

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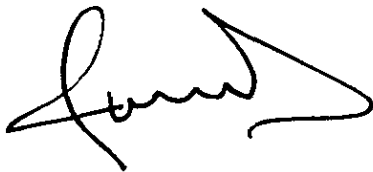
ARTICLES OF ASSOCIATION

of

INTERNATIONAL FOUNDATION FOR AIDS TO NAVIGATION

(adopted by Special Resolution dated 26 May 2011)

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COMPANIES HOUSE

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

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**1. NAME**

- 1 1 The name of the company is International Foundation for Aids to Navigation ("the Company")
- 1 2 The Company and any branches of the Company established outside England and Wales shall be entitled to adopt a trading name, including but not limited to "Middle East Navigation Aids Service" or "MENAS"

**2. REGISTERED OFFICE**

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

**3. OBJECTS**

The objects of the Company are the promotion of safety at sea and the protection of the marine environment in the Middle East and worldwide<sup>1</sup> by all charitable means including directly or indirectly

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<sup>1</sup> The words "and worldwide" were originally inserted by a Special Resolution of the Company dated 30 August 2007, consent to amend the objects having been provided by the Charity Commission pursuant to Section 64 of the Charities Act 1993 on 3 August 2007

- 3 1 providing and maintaining navigation aids, safety systems and safety information,
- 3 2 promoting the use of modern navigation techniques and procedures and other essential maritime skills, and
- 3 3 protecting and improving all aspects of the marine environment ("the Objects")

#### 4. **POWERS**

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

- 4 1 To promote or carry out research and development
- 4 2 To provide advice and training programmes
- 4 3 To publish or distribute information
- 4 4 To co-operate with other bodies
- 4 5 To support, administer or set up other charities and undertake and execute charitable trusts
- 4 6 To raise funds (but not by means of taxable trading) and to fix and collect dues
- 4 7 To take and accept any gift of money property or other assets whether subject to any special trusts or not
- 4 8 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4 9 To acquire or hire property facilities rights or privileges of any kind and to construct restore improve maintain and alter such property or other facilities
- 4 10 To let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)

- 4 11 To pay any rent and other outgoings and expenses and execute and do all such other instruments acts and things as may be requisite in connection with the use maintenance upkeep expansion alteration or improvement of such property
- 4 12 To purchase lease or hire operate maintain and dispose of any equipment ships or vessels necessary or convenient for the purposes or administration of the Company.
- 4 13 To make grants or loans of money and to give guarantees
- 4 14 To set aside funds for special purposes or as reserves against future expenditure
- 4 15 To draw make accept endorse discount negotiate execute and issue promissory notes bills cheques and other instruments and to operate bank accounts
- 4 16 To enter into any arrangements with any government or authority supreme municipal local or otherwise that may seem conducive to all or any of the Objects and to obtain from any such government or authority any rights privileges licences contracts and concessions and to carry out exercise and comply with any such arrangements rights privileges licences contracts and concessions
- 4 17 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 4 18 To delegate the management of investments to a financial expert, but only on terms that
  - 4 18 1 the investment policy is set down in writing for the financial expert by the Board of Directors,
  - 4 18 2 every transaction is reported regularly to the Board of Directors in summary form,

- 4 18 3 the performance of the investments is reviewed regularly with the Board of Directors,
- 4 18 4 the Board of Directors are entitled to cancel the delegation arrangement at any time upon reasonable notice,
- 4 18 5 the investment policy and the delegation arrangement are reviewed at least once a year,
- 4 18 6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Board of Directors on receipt,
- 4.18 7 the financial expert must not do anything outside the powers of the Board of Directors
- 4 19 To arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Board of Directors or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4 20 To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required
- 4 21 1 To provide indemnity insurance to cover the liability of the Directors
- (a) 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 Company,
  - (b) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986
- 4 21 2 Any such insurance in the case of 4 21 1(a) shall not extend to
- (a) any liability resulting from conduct which the Directors knew, or must be assumed to have known, was not in the best interests of the

Company, or which the Directors did not care whether it was in the best interests of the Company or not,

(b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Directors,

(c) any liability to pay a fine

4 21 3 Any insurance in the case of 4 21 1(b) shall not extend to any liability to make such a contribution where the basis of the Director's liability is his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation

4 22 Subject to clause 5, to employ paid or unpaid agents, staff or advisers

4 23 To give or award pensions annuities gratuities superannuation and other allowances or benefits to any persons who have at any time been officers or employees of the Company and to the wives widows children and other relatives or dependants of any such persons and to set up establish support and maintain pension superannuation or other funds or schemes (whether contributory or non-contributory) for the benefit of such persons as aforesaid or any of them or any class of them

4 24 To enter into contracts to provide services to or on behalf of other bodies

4 25 To arrange for the amalgamation of the Company with any charitable organisation the purposes of which in their opinion are similar to the purposes of the Company either alone or as amalgamated

4 26 To establish subsidiary companies to assist or act as agents for the Company

4 27 To accept appointment as trustee and to enter into joint ventures and partnerships to subscribe underwrite purchase or otherwise acquire and to hold, dispose of and deal with any shares or other securities in subsidiary companies of the Company joint ventures or partnerships or other companies

4 28 To pay the reasonable and proper costs of forming and administering the Company

4 29 To procure the Company to be registered or recognised in any foreign country or place

4 30 To do anything else within the law which promotes or helps to promote the Objects

## **5. MEMBERS**

5 1 The number of Members with which the Company has registered is eight, but the Board may from time to time register an increase of Members

5 2 The provisions of Sections 113 and 115 of the Act shall be observed by the Company and every Member of the Company shall either sign a written consent to becoming a Member or sign the Register of members on becoming a Member

5 4 The subscribers to the Memorandum of Association and such other persons as the Board shall at their discretion admit to membership shall become Members of the Company An unincorporated body may not as such be a Member of the Company, but any such body desirous of obtaining the benefit of membership may from time to time nominate in writing a representative, who shall apply for membership as such representative, and any such representative if admitted to membership by the Board shall become and be a Member of the Company in his own right and be entitled to the benefits and subject to the obligations incidental to membership Any such body may from time to time by writing withdraw its nomination of any representative so admitted to membership and may nominate another representative in his stead, who shall apply for membership, and if admitted by the Board, become a Member in place of the representative whose nomination is so withdrawn, and the last mentioned Member shall, upon his nomination being withdrawn as aforesaid, ipso facto, cease to be a Member of the Company A representative of an unincorporated body shall, ipso facto, cease to be a Member if the body by which he was nominated shall be dissolved

## **6. RIGHTS OF MEMBERS**

6 1 The rights of a Member as such shall be personal and shall not be transferable A Member shall be entitled to retire from membership of the Company upon the expiration of one month's notice in writing to the Company of his intention to retire

- 6 2 Every Member shall have one vote at General Meetings, and all votes of Members at meetings of the Company shall be given in person or by proxy Any Member which is a corporation shall attend by a representative duly authorised under Section 323 of the Act No Member shall be entitled to vote at any General Meeting unless all moneys presently payable by him to the Company have been paid
- 6 3 A Member may appoint a proxy by sending a notice in writing, containing such details as the Directors may from time to time decide, to the Company Secretary at the Company's registered office.

7. **REGISTER**

The Secretary shall keep a Register of the full names and addresses of all Members

8. **GENERAL MEETINGS**

- 8 1 The Company must hold an Annual General Meeting once in every calendar year at such time and place as may be determined by the Board, provided that every Annual General Meeting shall be held not more than 15 months after the holding of the last preceding Annual General Meeting
- 8 2 Annual General Meetings shall be specified as such in the notices calling the same All other General Meetings shall be called Extraordinary General Meetings
- 8 3 The Board may whenever they think fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitions, as provided by Sections 303 to 305 of the Act If at any time there are not within the United Kingdom sufficient members capable of acting to form a quorum, any Director or any two Members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board
- 8 4 Not less than 14 days' notice of every Annual General Meeting and Extraordinary General Meeting (exclusive in every case of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of the meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents entitled to receive such notices from the Company, but with the consent of not less than 90% of the Members entitled to



receive the notices thereof, a meeting may be convened by such shorter period of notice as those Members may think fit. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive the same shall not invalidate the proceedings at any meeting.

- 8 5 A meeting of the Members may be held either in person, by telephone or by suitable electronic means agreed by the Members in which all participants may communicate with all the other participants.

## **9. PROCEEDINGS AT GENERAL MEETINGS**

- 9 1 All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Board and of the Auditors, the election of Directors in the place of those retiring, and the appointment and fixing of the remuneration of the Auditors.
- 9 2 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided, four Members personally present (or, where applicable, present through their proxies) shall be a quorum.
- 9 3 If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Chairman shall appoint, 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.
- 9 4 The Chairman of the Company shall preside at every General Meeting at which he shall be present, but if at any meeting the Chairman be not present within 15 minutes after the time appointed for holding the same, or be not willing to preside, the Vice-Chairman of the Company shall preside but if the Vice-Chairman be likewise not present or not be willing to preside, then the Members present shall choose a Director, or if no such Director be present, or if all the Directors decline to take the Chair, they shall choose some Member of the Company who shall be present to preside.

- 9 5 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, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place Whenever a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as of the original meeting Save as aforesaid, the Members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting
- 9 6 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast
- 9 7 At each General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands of the Members present in person or by proxy and entitled to vote (provided that a person who has been appointed as a proxy for more than one Member has only one vote on a show of hands), unless before or upon the declaration of the result of the show of hands a poll be demanded by the Chairman, or by at least three Members present in person (or, where applicable, through their proxies) and entitled to vote, or by a Member or Members (or, where applicable, their proxies) representing not less than one-tenth of the total voting rights of all the Members entitled to vote at the meeting, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or has been carried unanimously or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the Minute Book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against the resolution
- 9 8 The demand for a poll may be withdrawn Subject to the provisions of Article 9 9, if a poll be demanded in manner aforesaid, it shall be taken at such time and place and in such manner, as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
- 9 9 No poll shall be demanded on the election of the Chairman of a meeting, or on any question of adjournment
- 9 10 In case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to second or casting vote

- 9 11 The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded

**10. WRITTEN RESOLUTIONS OF THE MEMBERS**

- 10 1 Subject to Article 10 7, any resolution that may be passed validly at a general meeting of the Company may be passed as a written resolution

- 10 2 A written resolution may be proposed by the Board or by 5% or more of the Members (on written request to the Board)

- 10 3 The Board must circulate any proposed written resolution to all Members, together with

10 3 1 any accompanying statement,

10 3 2 guidance on how to signify agreement to the resolution, and

10 3 3 the date by which the resolution must be passed if it is not to lapse

- 10 4 A Member signifies agreement to a proposed written resolution when the Company receives from him (or, in the case of a Member which is a corporation, its authorised representative) an Authenticated Document (whether in hard copy or electronic form) identifying the resolution to which it relates and the agreement of the Member to it

- 10 5 Subject to Article 10 6, a written resolution is passed when

10 5 1 in the case of an ordinary resolution, a simple majority of all the Members have signified their agreement to it, and

10 5 2 in the case of a special resolution, at least 75% of all the Members have signified their agreement to it

- 10 6 A proposed written resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated

- 10 7 The following may not be passed as a written resolution

10 7 1 a resolution to remove a Trustee before his period of office expires, and

10 7 2 a resolution to remove an auditor before his period of office expires

## 11. **THE BOARD**

11 1 There shall be a Board of Directors for the management of the business and affairs of the Company Unless otherwise determined by the Company in General Meeting such Board shall consist of not less than 8 nor more than 16 persons, who need not be Members of the Company

11 2 The Chairman and Vice Chairman of the Company who shall be Directors, shall be appointed by the Company in General Meeting, and shall be the Chairman and Vice Chairman respectively of the Board

11 3 The Board shall have power from time to time and at any time to appoint any person to fill a casual vacancy The Board shall also have power from time to time and at any time to appoint any person by way of addition to the Board, provided that the prescribed maximum be not thereby exceeded Any person appointed under this present Article shall hold office only until the next following Annual General Meeting of the Company but shall then be eligible for re-election

11 4 The Board may, from time to time, appoint any one of their body to be Managing Director of the Company, either for a fixed term or without limitation as to the period for which he is to hold such office, and may from time to time (subject to the provisions of any Contract between him and the Company), remove or dismiss him from office and appoint another in his place

11 5 A Managing Director shall not, while he continues to hold that office, be subject to retirement by rotation, but, subject to the provisions of any Contract between him and the Company, he shall be subject to the same provisions as to resignation and removal as the other Directors of the Company, and he shall, *ipso facto* and immediately, cease to be a Managing Director if he ceases to hold office of Director of the Company from any cause The provisions of Article 45 shall be read subject to this Article

11 6 The Board may from time to time entrust to and confer on a Managing Director for the time being such of the powers exercisable by the Directors by virtue of these presents as they may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such

restrictions as they think expedient, and may from time to time revoke, withdraw, alter or vary all or any of such powers

- 11 7 The Managing Director of the Company and any other Director or Committee Member thereof shall be entitled to receive out of pocket expenses and reasonable and proper remuneration for any services actually rendered to the Company provided always that the provisions of Article 18 relating to the payment of such remuneration shall have effect and shall be observed

## **12. POWERS AND DUTIES OF THE BOARD**

- 12 1 The business of the Company shall be managed by the Board who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Act or by these presents required to be exercised or done by the Company in General Meeting, provided always that nothing done by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such thing had been done by the Company in General Meeting All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed as the case may be, in such manner as the Board shall from time to time by resolution determine
- 12 2 The Directors for the time being of the Board may act notwithstanding any vacancy in their body, provided always that in case the Directors of the Board shall at any time be or be reduced in number to less than the minimum prescribed by or in accordance with these Articles it shall be lawful for them to act as the Board for the purposes of admitting Directors for filling up casual vacancies in their body or for summoning a General Meeting, but for no other purpose
- 12 3 The Board shall from time to time appoint a Secretary for such time, at such remuneration and upon such conditions as they may think fit and may also from time to time subject to the like conditions appoint an assistant or deputy Secretary, who may act as Secretary if at any time there is no Secretary or no Secretary capable of acting, and Sections 274 and 280 of the Act shall apply and be observed Any such person appointed as hereinbefore provided may be removed by the Board

**13. BORROWING POWERS**

The Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

**14. PROCEEDINGS OF THE BOARD**

14 1 The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business Unless otherwise determined four Directors at least shall be a quorum Questions arising at any meeting shall be decided by a majority of votes In case of any equality of votes the Chairman shall have a second or casting vote

14 2 A meeting of the Board may be held either in person, by telephone, or by suitable electronic means agreed by the members of the Board in which all participants may communicate with all the other participants

14 3 A Director may, and on the request of a Director the Secretary shall, at any time, summon a meeting of the Board by notice served upon the several Directors of the Board A Director who is absent abroad shall not be entitled to notice of a meeting

14 4 The Chairman of the Company shall preside at all meetings of the Board at which he shall be present, but if at any meeting the Chairman be not present within five minutes after the time appointed for holding the meeting, or be not willing to preside, the Vice-Chairman of the Company shall preside, but if the Vice-Chairman be likewise not present or not be willing to preside then the Directors present shall choose one of their number to be Chairman of the meeting

14 5 The Board may delegate their powers to Committees, consisting of such persons as they may select Any Committee so formed shall, in the execution of the powers so delegated, conform with any regulations imposed on it by the Board and shall report back to the Board at regular intervals The meetings and proceedings of any such Committees shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board as aforesaid A Committee may meet and adjourn as it thinks proper Questions arising at any

meeting shall be determined by a majority of votes of the Committee Members present, and in the case of an equality of votes the Chairman of the Committee shall have a second or casting vote

14 6 All acts done bona fide by any meeting of the Board or of any Committee of the Board, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any Director or Committee Member acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed to be a Director or Committee Member.

14 7 A resolution in writing signed by all the Directors for the time being or of any Committee of the Board shall be as valid and effectual as if it has been passed at a meeting of the Board or of such Committee duly convened and constituted.

**15. ROTATION OF MEMBERSHIP OF THE BOARD**

15 1 At every Annual General Meeting the Directors other than the Managing Director shall retire from office but be eligible for re-election Directors retiring at any meeting shall hold office until the end of the meeting

15 2 The Company at the meeting at which the Directors retire in manner aforesaid may fill the vacated offices by electing persons thereto, and in default the retiring Directors shall, if offering themselves for re-election, be deemed to have been re-elected except insofar as at such meeting it is expressly resolved not to fill such offices, or unless a resolution for the re-election of any such Director shall have been put to the Meeting and lost

15 3 No person other than a Director retiring at the meeting shall unless recommended by the Board be eligible for election as a Director at any General Meeting, unless not less than three or more than 21 days before the date appointed for the meeting, there shall have been left at the registered Office of the Company notice in writing, signed by a Member of the Company duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to serve on the Board if elected

15 4 The Company may from time to time by Ordinary Resolution increase or reduce the number of Directors

- 15 5 The Company may by Ordinary Resolution of which special notice has been given in accordance with Section 312 of the Act, remove any Director, before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director and may appoint another person in the place of the one so removed

**16. FORMATION, CONSTITUTION AND POWERS OF LOCAL ADVISORY COMMITTEES**

- 16 1 The Board may establish Local Advisory Committees to advise the Board in relation to any of the affairs of the Company either in the United Kingdom or elsewhere, and may appoint any persons to serve on such Local Advisory Committees. Such appointments may be made upon the terms and subject to any conditions as the Board may think fit, and the Board may remove any person so appointed
- 16 2 Appointments of Local Advisory Committees shall be made with due regard to the shipping interests concerned with the services provided by the Company.

**17. DISQUALIFICATION OF DIRECTORS OR COMMITTEE MEMBERS**

- 17 1 The office of a Director or Committee Member shall be vacated
- 17 1 1 if a receiving order is made against him or he makes any arrangement or composition with his creditors,
- 17 1 2 if he be found lunatic or become of unsound mind,
- 17 1 3 if by notice in writing to the Company he resigns his office,
- 17 1 4 if he is disqualified from acting as a company director or charity trustee,
- 17 1 6 if he is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by Section 182 of the Act

**18. BENEFITS TO MEMBERS AND TRUSTEES**

- 18 1 The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in these Articles 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 Company Provided that nothing in this document shall prevent any payment in good faith by the Company of any premium in respect of any indemnity insurance purchased pursuant to Article 4 21 hereof And provided further that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company or to any Member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest at a rate not exceeding 2 per centum per annum above the Company's bankers' base rate on money lent or reasonable and proper rent or hire for premises or property demised or let by any Member of the Company to the Company and provided further that nothing herein shall prevent EITHER the payment in good faith of reasonable and proper remuneration to any Director or any Committee Member who (in addition to the repayment of out of pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company) may be appointed to a salaried office of the Company paid by fees, OR prevent any payment to any company of which a Director or Committee Member may be a member and in which such Director or Committee Member shall not hold more than one hundredth part of the capital and such Director or Committee Member shall not be bound to account for any share of the profits they may receive in respect of such payment

18 2 The payment of remuneration or the appointment to salaried office of any Director or Committee Member shall be conditional upon

18 2 1 such remuneration being paid to the Director or Committee Member's employer (and not to the Director, or Committee Member concerned) where the Director or Committee Member is in the full time employment of another party, and

18 2 2 the number of such Directors and Committee Members paid remuneration or appointed to salaried office that are not in the full time employment of a Member of the Company or by any body (corporate or not) which is concerned with or a user of the services provided by the Company (or the nominated representative of a Member of the Company) not at any time equalling or exceeding the number that are so employed unless in the reasonable opinion of the Board this is necessary in the best interests of the Company or because there is (for any reason) an absence of suitable candidates for appointment that are so employed

18 3 Subject to Article 18 4, any Director who becomes a Conflicted Director in relation to any matter must

18 3 1 declare the nature and extent of his interest before discussions begins on the matter,

18 3 2 withdraw from the meeting for that item after providing any information requested by the Board,

18 3 3 not be counted in the quorum for that part of the meeting, and

18 3 4 be absent during the vote and have no vote on the matter

18 4 When any Director is a Conflicted Director, the Directors who are not Conflicted Directors, if they form a quorum without counting the Conflicted Director and are satisfied that it is in the best interests of the Company to do so, may by resolution passed in the absence of the Conflicted Director authorise the Conflicted Director, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Director to

18 4 1 continue to participate in discussions leading to the making of a decision and/or to vote, or

18 4 2 disclose to a third party information confidential to the Company, or

18 4 3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Director or a Connected Person of any payment or material benefit from the Company, or

18 4 4 refrain from taking any step required to remove the conflict

## **19. THE SEAL**

19 1 The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board and in the presence of at least two Members of the Board and the Secretary, and the said Member and Secretary shall sign every instrument to which the Seal shall be so affixed in the presence of each other, and in favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed

- 19 2 Where transportation of the Company Seal overseas is impractical or impossible, a portable Seal may be used and every such instrument to which the Seal shall be so affixed shall be conclusive evidence of the fact that the Seal has been properly affixed

## 20 **ACCOUNTS**

- 20 1 The Directors must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of

20 1 1 annual reports,

20 1 2 annual returns, and

20 1 3 annual statements of account

- 20 2 The Directors must keep proper records of

20 2 1 all proceedings at general meetings,

20 2 2 all proceedings at meetings of the Directors,

20 2 3 all reports of Committees, and

20 2 4 all professional advice obtained

- 20 3 Accounting records relating to the Company must be made available for inspection by any Director at any reasonable time during normal office hours and may be made available for inspection by Members who are not Directors if the Directors so decide

- 20 4 A copy of the Company's latest available statement of account must be supplied on request to any Director or Member, or to any other person who makes a written request and pays the Company's reasonable costs, within two months

## 21. **NOTICES**

- 21 1 A notice may be given by the Company to any Member either personally or electronically or by sending it by post to him at his registered address or (if he has no registered address within the United Kingdom) at the address, if any, within the

United Kingdom supplied by him to the Company for the giving of notice to him  
Where a notice is sent by post, service of the notices shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected at the expiration of 24 hours after the letter containing the same is posted  
Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected by sending the notice to an address notified to the Company by the Member in writing, and to have been effected at the expiration of 24 hours after the electronic mail containing the same is sent

21 2 The Company may only send a document or information to a Member by electronic mail

21 2 where the Member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form, and

21 2 to the address specified by the Member for that purpose

21 3 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 Company an address within the United Kingdom for the giving of the notice to them

(b) The Auditor for the time being of the Company

No other person shall be entitled to receive notice of General Meetings

## **22. LIMITED LIABILITY**

The liability of Members is limited

## **23. GUARANTEE**

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

## **24. DISSOLUTION**

24 1 If the Company is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways

24 1 1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects (but without restriction to any geographical area),

24.1 2 directly for the Objects or charitable purposes within or similar to the Objects (but without restriction to any geographical area),

24 1 3 in such other manner consistent with charitable status as the Commission approve in writing in advance

24 2 A final report and statement of account must be sent to the Commission

## **25. INTERPRETATION**

In these Articles

25 1 "the Act" means the Companies Act 2006

"Authenticated Document" means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Company (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement

"these Articles" means the Articles of Association of the Company

"the Board" means the board of directors of the Company

"Chairman" means the chairman of the Board

"the Commission" means the Charity Commissioners for England and Wales

"Committee" means a committee appointed under Article 14 5 of the Articles of Association

“Committee Member” means a member of a Committee

“the Company” means the Company governed by these Articles

"Conflicted Director" means a Director in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Director or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Company or has some separate interest or duty in a matter to be decided by, or in relation to information which is confidential to, the Company or is otherwise in a situation of conflict of interest in relation to the Company

"Connected Person" means in relation to a Director, a person with whom the Director shares a common interest such that he may reasonably be regarded as benefitting directly or indirectly from any material benefit received by that person, being either a member of the Director's family or household or a person or body who is a business associate of the Director and (for the avoidance of doubt) does not include a company with which the Director's only connection is an interest consisting of no more than 1% of the voting rights

"financial expert" means (a) an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000 (“the 2000 Act”) or (b) an individual, company or firm who is operating in a jurisdiction to which the 2000 Act does not apply but who is subject to regulatory controls in its own jurisdiction

"material benefit" means a benefit, direct or indirect, which may not be financial but has a monetary value

"Member" and "membership" refer to membership of the Company

"Memorandum" means the Company's Memorandum of Association

"month" means calendar month

“the Office” means the Registered Office of the Company

"the Objects" means the Objects of the Company as defined in Article 3

"the Seal" refers to the Common Seal of the Company

"Secretary" means the Secretary of the Company

"Director" means a director of the Company and "Board" means all of the directors

"The United Kingdom" refers to Great Britain and Northern Ireland

"written" or "in writing" refers to a legible document on paper including a fax or other electronic message

"year" means calendar year

- 9 2 Words and expressions defined in the Articles have the same meanings in this Memorandum
- 9 3 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it