

**No 1301020**

THE COMPANIES ACT 1948 TO 1976  
COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL

MEMORANDUM

-and-

ARTICLES OF ASSOCIATION

- of -

**THE INTERNATIONAL FOUNDATION  
FOR ACTION LEARNING - UK**

**As Amended on 23 November 2005**

FORMERLY

THE ACTION LEARNING TRUST

Incorporated the 3<sup>rd</sup> day of March 1977

and

Redesignated on 14<sup>th</sup> December 1984

Memory Crystal and Co  
31 Southampton Row  
London  
WC1

(coat of arms)

**CERTIFICATE OF INCORPORATION**

**No1301020**

I hereby certify that **THE ACTION LEARNING TRUST**

The word 'Limited' being omitted by Licence of the

Secretary of State for Trade

is this day incorporated

under the Companies Acts 1948 -1976 and that the Company is Limited.

GIVEN under my hand at Cardiff the 3<sup>rd</sup> March 1977

**D A PENDLEBURY**  
Assistant Registrar of Companies

THE COMPANIES ACTS 1948 -1976

COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of-

**THE INTERNATIONAL FOUNDATION FOR  
ACTION LEARNING - UK**

1. The name of the Company (hereinafter called 'the Company') is The International Foundation for Action Learning - UK.
2. The registered office of the Company will be situated in England.
3. The objects for which the Company is established are to advance the education of the public with particular reference to education by Action Learning, a system of learning by which the participants are personally and directly involved in the identification and analysis of practical problems and in the diagnosis and responsible treatment of such problems and (without prejudice to the generality of the foregoing words) for such purposes to exercise all or any of the following powers so far as the same may be exercised by a body of persons established for charitable purposes only:
  - (i) to conduct, direct or encourage research and studies into the theory and practice of Action Learning.
  - (ii) to publish or assist in the publication and dissemination of the results and study and of other matters for the public benefit which the Company may think necessary for the promotion of its objects and for that purpose to undertake publishing and printing and in connection therewith to print, publish, circulate, sell, buy or manage books, reports, periodicals, magazine, circulars or other publications.
  - (iii) To undertake and arrange for consultancies and to organise the collection and dissemination by publication or otherwise of information on such topics as the Company may think necessary for the promotion of its objectives.
  - (iv) To organise present, conduct and where appropriate to validate action learning activities, courses or instruction and training and exhibitions and to provide accommodation for those attending such functions.
  - (v) To assist, establish, subsidise, promote, co-operate with, lend money to or render any other assistance to any association, society, company or other body for the purpose (and only for the purpose) of promoting the objects of the Company.
  - (vi) To enter into any arrangements with any authorities, municipal, local or otherwise that are conducive to the Company's objects, or any of them and to obtain from any such authorities any rights, privileges and concessions, which it may be desirable for the purposes of the Company's objects for it to obtain and to carry out, exercise and comply with such arrangements, rights, privileges and concessions.

- (vii) To appeal for, accept and receive any property donations or subscriptions for any of the purposes of the Company provided that nothing herein contained shall empower the Company to undertake or carry on permanent trading.
- (viii) To undertake and execute any charitable trusts which may be lawfully undertaken by the Company and are directly or indirectly ancillary to its objects.
- (ix) To borrow or raise money for the purposes of the Company on such terms and on such reasonable security as may be thought fit.
- (x) To draw, make, accept, endorse, discount, negotiate, introduce, execute and issue any promissory notes, bills, cheques, and other negotiable or transferable instruments.
- (xi) To purchase, take on lease, or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects, and to construct, maintain or alter any buildings or erections necessary for the work of the Company.
- (xii) To sell, let, mortgage, charge, dispose of, or turn to account all, or any of the property or assets of the Company with a view to the promotion of its objects.
- (xiii) To invest the money of the Company not immediately required for its purposes 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 and subject also as hereinafter provided.
- (xiv) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects.
- (xv) To retain, employ (whether full or part-time) and remunerate any person or persons to supervise, organise, carry on or contribute to the work of or to advise the Company.
- (xvi) To establish and support pension, superannuation and other schemes for the benefit of persons employed by the Company and to grant pensions or retirement allowances to persons who have been employed by the Company or to their dependents.
- (xvii) To amalgamate and affiliate with any association, society or corporation whose objects are charitable and similar to the objects of the Company, and to purchase or otherwise acquire all or any part of the property, assets, liabilities and engagements of any such association, society or corporation, provided that the Company shall not amalgamate, affiliate with or become a member of any association, society or corporation which shall not prohibit the distribution of its income and property amongst its members to an extent at least as great as imposed on the Company under and by virtue of Clause 4 hereof and to co-operate with any association, society or corporation wherever situated.
- (xviii) To pay out of the funds of the Company the costs, charges, and expenses of and incidental to the formation and registration of the Company.
- (xix) To do all such other things as are incidental to or necessary for the attainment of the above objects or any of them.

Provided that:

- A) notwithstanding anything herein expressed or implied to the contrary all objects of the Company shall be of a charitable nature.
- B) The objects of the Company shall not extend to the regulations of relations between workers and employers or organisations of workers and employers or organisations of workers and organisations of employers.
- C) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Executive Committee or other persons responsible for the management of the Company shall be chargeable for such property as may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over the Executive Committee, or such other persons but they shall, as regards any such property, be subject, jointly and separately to such control or authority as if the Company were not incorporated.
- D) In case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with or invest the same in such a manner as allowed by law having regards to such trusts.

4. The income and property of the Company shall be applied solely towards the promotion of its objectives 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 by way of profit to the members of the Company and no member of its Executive Committee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. Provided that nothing herein shall prevent any payment in good faith by the Company.

- (a) of reasonable and proper remuneration to any member, officer or servant of the Company, officer or servant of the Company (not being a member of its Executive Committee) for any services rendered to the Company
- (b) of interest on money lent by any member of the Company or its Executive Committee at a rate per annum not exceeding 2 per cent less than the minimum lending rate prescribed for the time being by the Bank of England, or 3 per cent whichever is the greater
- (c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Executive Committee
- (d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Executive Committee may be a member holding not more than 1/100<sup>th</sup> part of the capital of that Company, and
- (e) to any member of its Executive Committee of out-of-pocket expenses.

5 The liability of the Company is limited

6. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time that he is a member, or within one year after he ceases to be a member and of the costs, charges, and expenses of winding up, and for the adjustment of the rights of contributories amongst themselves such amount as may be required, not exceeding £1.

7. If the winding up or dissolution of the company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company 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 it is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to the aforesaid provision, then with the consent of the Charity Commissioners to some charitable object.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

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Names, Addresses and Descriptions of Subscribers

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SIR DENIS BARNES, KCB  
The Old Inn  
30 The Street  
Wittersham  
Kent

Former Chairman, The Manpower Services Commission

Witness:        K Walton MSC  
                     Selkirk House  
                     Holborn  
                     London WC1

VIVIAN BOWDEN  
University of Manchester  
Institute of Science & Technology  
Sachville St  
Manchester

Retired Principal

Witness:        R W Revans  
                     8 Higher Downs  
                     Altrincham  
                     Cheshire

FJCHAPPLE  
Hayes Court  
West Common Road  
Bromley  
Kent

General Secretary ETU & Plumbing Trades Union

Witness        L H Vandell  
                     12 Greencoat Rise  
                     Biggin Hill, Kent

JOHN MARSH  
13 Frank Dixon Way  
Dulwich  
London SE17

Consultant, British Institute of Management

Witness:        JHR Sainer  
                     2 The Pathway  
                     Send, Surrey

## Names, Addresses and Descriptions of Subscribers

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LORD PLATT  
53 Heathside  
Hinchley Wood  
Esher  
Surrey

Past President, Royal College of Physicians

Witness: I Mitchell  
126 Albert Street  
London  
NW1

RW REVANS  
8 Higher Down  
Altrincham  
Cheshire

Associate Professor, Leeds University

Witness: JB Criag  
126 Albert St  
London  
NW1

PTOLLEY  
Sheffield Polytechnic  
Pond Street  
Sheffield

Principal, The Sheffield Polytechnic

Witness: G W Smart  
5 Duke Street  
Rowley Regis  
West Midlands

A WEINSTOCK  
1 Stanhope Gate  
London  
W1

Managing Director, General Electric Co Ltd

Witness: J M Elstone  
66 Highlands Heath  
London  
SW15

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**THE COMPANIES ACTS 1948 to 1976**

**COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

of-

**THE INTERNATIONAL FOUNDATION FOR  
ACTION LEARNING - UK**

**GENERAL**

1. In these Articles:

<sup>11</sup> The Acts <sup>11</sup>	means the Companies Acts 1948-1976
<sup>11</sup> The Company <sup>11</sup> UK'	means 'The International Foundation for Action Learning-
<sup>11</sup> These presents <sup>11</sup>	means these Articles of Association as from time to time altered by Special Resolution
<sup>11</sup> Member <sup>11</sup>	means a member for the time being of the Company
<sup>11</sup> Committee Member <sup>11</sup>	means a member of the Executive Committee for the time being of the Company
<sup>11</sup> The Office <sup>11</sup>	means the registered office of the Company
<sup>11</sup> The Seal <sup>11</sup>	means the Common Seal of the Company
<sup>11</sup> The United Kingdom <sup>11</sup>	means Great Britain and Northern Ireland
<sup>11</sup> Month <sup>11</sup>	means Calendar month
<sup>11</sup> In writing <sup>11</sup>	means written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in visible form
<sup>11</sup> Notice <sup>11</sup>	forewarning of a meeting or process which may include supporting information as required by these Articles

1. 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 Act shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

2. The Company is established for the purposes expressed in the Memorandum of Association.

#### MEMBERS

3. The number of members with which the Company proposes to be registered is five hundred but the Executive Committee may from time to time register an increase of members.

4. The subscribers to the Memorandum of Association, members of the Executive Committee and such other persons as the Executive Committee shall admit to membership shall be the members of the Company.

5. Any member may at any time, by notice in writing to the Secretary, resign his membership and he shall thereupon cease to be a member.

6. The Executive Committee may at any time by notice in writing require a member to withdraw from membership of the Company and the person so required to withdraw shall, at the expiration of one month from the service of such notice, cease to be a member provided that no such notice shall be given or if given, shall have any validity or effect unless given in pursuance of a resolution of the Executive Committee passed by a majority of at least three-fourths of the members present and voting at a meeting of the Executive Committee especially convened for the purpose of which reasonable notice shall have been given to the member in question and at which he shall have had a proper opportunity of attending and being heard.

7. The rights of a member shall be personal and shall not be transferable and shall cease on his death.

#### ASSOCIATE MEMBERS

8. It shall be lawful for the Executive Committee to provide for the admission of such persons as they think fit to be Associate Members of the Company and to provide for the rights, duties and liabilities (if any) of such Associate Members but so that such persons shall not by virtue only of having been admitted to be Associate Members as aforesaid be members of the Company and that such rights shall not include a right to speak or vote at General Meetings of the Company.

## GENERAL MEETINGS

9. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meeting as such in notices calling it; and not more than fifteen months shall elapse from the date of one Annual General Meeting of the Company and that of the next. Provided that as long as the Company holds its first annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Executive Committee shall appoint.

10. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings. The Executive Committee 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 requisitionists, as provided by Section 132 of the Companies Act 1948.

11. Twenty-one days notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and fourteen day's notice in writing at the least of every other 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 as are under these presents or under the Acts entitled to receive such notices from the Company; but with the consent of all the members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Acts in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those members may think fit.

12. The accidental omission to give notice of a meeting to, or the non-receipt of such notice of a meeting by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings at, any meeting.

## PROCEEDINGS AT GENERAL MEETING

13. 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 Executive Committee and Treasurer's financial report.

14. 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 six members personally present shall be a quorum.

15. 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 same place, or at such other time as the Chairman of the Executive Committee 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.

16. The Chairman, if any, of the Executive Committee or, in his absence, the Vice Chairman shall preside as chairman at every General Meeting but if there be no such Chairman or Vice Chairman, or if at any meeting neither be present within fifteen minutes after the time appointed for holding the same, or willing to preside, the members present shall choose some member of the Executive Committee to preside.

17. The Chairman of the meeting 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 thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as the aforesaid the members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting.

18. At any General Meeting a resolution put to the vote of the meeting shall be decided on as how of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairman of the meeting or by at least one member present in person or by proxy, or by a member or members present in person or by proxy and representing one-tenth of the total voting rights of all the members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has on a show of hands 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 written copy of minutes of the Company, 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. The demand for a poll may be withdrawn.

19. Subject to the provisions of Article 20, 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.

20. No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment.

21. 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 a second or casting vote.

22. 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.

23. A poll shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

## VOTES OF MEMBERS

24. Every member shall have one vote. Votes may be given on a poll either personally or by proxy: On a show of hands a member present only by proxy shall have no vote. A proxy need not be a member of the Company.

25. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing.

26. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy hereof shall be deposited at the office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

27. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:

### THE INTERNATIONAL FOUNDATION FOR ACTION LEARNING - UK

"I

"of

"a member of the above Company hereby

"appoint

"of

"and failing him

"of

"to vote for me and on my behalf at

"The (Annual or Extraordinary, or Adjourned, as the case may be)

"General Meeting of the Company

"to be held on the.....day

"of....., and at every

"adjournment thereof

"As witness my hand this .....day of .....Month/Year

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

## EXECUTIVE COMMITTEE

28. The Company may from time to time by Ordinary Resolution increase or reduce the number of Committee Members, and may also determine in what rotation the increased or reduced number is to go out of office. Until otherwise determined the number of Committee Members shall be not less than 5 and not more than 9. Members of the Executive Committee shall be members of the Company.

29. Any provisions of the Acts which, subject to the provisions of these presents, would have the effect of rendering any person ineligible for appointment as a Committee Member or liable to vacate office as a Committee Member on account of his having reached any specified age, or of requiring special notice or any other special formality in connection with the appointment of any Committee Member over a specified age shall not apply to the Company.

30. The names of the first Committee Members shall be determined in writing by the subscribers to the Memorandum of Association or a majority of them.

31. Unless otherwise determined by a General Meeting the appointment (or re-appointment) of a Committee Member shall be for a specified term of not more than 3 years but at the expiration of such period he shall be eligible for re-appointment.

32. At the first annual general meeting of the Company all the Committee members shall retire from office, and at the annual general meeting in every subsequent year, one-third of the Members of the Executive Committee for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office. The Committee Members to retire in every year shall be those who have been longest in office since their last election, but as between persons who become Committee Members on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Committee Member shall be eligible for re-election.

33. The Company at the meeting at which a Committee Member retires in manner aforesaid may fill the vacated office by electing a person thereto and in default the retiring Committee Member shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Committee Member shall have been put to the meeting and lost.

34. The Committee Members shall have power at any time, and from time to time, to appoint any person to be a Committee Member, either to fill a casual vacancy or as an addition to the existing Committee Members, but so that the total number of Committee Members shall not at any time exceed the number fixed in accordance with these Articles. Any Committee Member so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-election, but shall not be taken into account in determining the Committee Members who are to retire by rotation at such meeting.

35. Without prejudice to Clause 4 of the Memorandum of Association, the Committee Members shall be paid all traveling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Executive Committee or any sub-committee of the Executive Committee or general meetings of the Company or in connection with the business of the Company.

## POWERS OF THE EXECUTNE

36. The business of the Company shall be managed by the Executive Committee who 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 statute or by these presents required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of the statutes for the time being in force and affecting the Company, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Executive Committee which would have been valid if such regulation had not been made.

37. Without prejudice to the general powers conferred by the last preceding Article hereof the Executive Committee shall have power to make, vary and repeal byelaws and regulations for the conduct of the general affairs of the Company by its officers and servants and for the despatch of the business of the Company, but so that such byelaws or regulations shall not be inconsistent with these Articles and shall not amount to such an addition to or alteration of the Articles as could legally be made by a Special Resolution only.

38. The Executive Committee 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.

39. All charges, 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 Executive Committee from time to time by resolution determine.

## SECRETARY

40. A Secretary of the Company shall be appointed by the Executive Committee for such time, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by it.

41. The provisions of Sections 177 and 179 of the Companies Act of 1948 shall apply and be observed. The Executive Committee may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

## THESEAL

42. The seal of the Company shall not be affixed to any instrument except by the Authority of a resolution of the Executive Committee and every instrument to which the seal shall be so affixed shall be signed by at least two Committee Members or one Committee Member and the Secretary 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. The Executive Committee shall provide for safe-keeping of the seal.

## DISQUALIFICATION OF COMMITTEE MEMBERS

43. The office of Committee Member shall be vacated:
- a) If a Receiving Order is made against him or he makes any arrangements or composition with his creditors.
  - b) If he becomes of unsound mind
  - c) If by notice in writing to the Company he resigns his office
  - d) If (subject to Article 29) he becomes prohibited by law from acting as a Committee Member
  - e) 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 199 of the 1948 Act.
  - f) If he is removed pursuant to Section 184 of the 1948 Act
  - g) If he ceases to be a member of the Company

## PROCEEDINGS OF THE EXECUTIVE COMMITTEE

44. The Executive Committee 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, three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of vote, the Chairman shall have a second or casting vote.

45. At the request of the Chairman or any three Committee Members the Secretary shall, at any time, summon a meeting of the Executive Committee by notice served upon each of the Committee Members. A Committee Member who is absent from the United Kingdom shall be entitled to a notice by telecommunication on providing a facsimile number or an Internet or other electronic address.

46. The Executive Committee shall from time to time appoint a Chairman and a Vice-chairman of the Executive Committee and unless they otherwise determine, the period for which each of them is to hold office shall be one year. They may also revoke such appointments at any time during such period. If at any meeting of the Executive Committee neither be present within five minutes of the time appointed for holding the meeting the Committee Members present shall choose one of their number to be Chairman of the Meeting.

47. A Meeting of the Executive Committee at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by, or under the regulations of the Company for the time being vested in the Executive Committee generally.

48. The continuing Committee Members may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by, or pursuant to the articles of the Company as the necessary quorum of the Executive Committee, the continuing Committee Members may act for the purpose of increasing numbers of Committee Members to that number, or of summoning a General Meeting of the Company, but for no other purpose.



49. The Executive Committee may from time to time and at any time by power of attorney under the seal appoint any Company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Executive Committee to be the Attorney or Attorneys of the Company in any part of the world outside the United Kingdom for such purposes and with such powers, authorities and discretions (not exceeding those vested or exercisable by the Executive Committee under these presents) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such Attorney as the Executive Committee may think fit, and may also authorise any such attorney to sub-delegate all, or any of the powers, authorities and discretions vested in him.

50. All acts bona fide done by any meeting of the Executive Committee or by any persons acting as a Committee Member or Attorney, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Committee Member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly continued in office and was disqualified to be a Committee Member or to act as the Company's Attorney.

51. The Executive Committee shall cause written minutes to be made and kept in a file provided for the purpose:

- a) Of all appointments of officers made by it
- b) Of the names of the Committee Members present at each meeting of the executive Committee and of any sub-committee of the Executive Committee.
- c) Of all resolutions and proceedings at all meetings of the Company, and of the Executive Committee, and of sub-committees of the Executive Committee.

And every Committee Member present at any meeting of the Executive Committee or of a sub-committee of the Executive Committee shall sign his name in a minute file to be kept for that purpose.

52. A resolution in writing signed by all the Committee Members for the time being who are entitled to receive notice of a meeting of the Company Committee shall be as valid and effectual as if it had been passed at a meeting of the Executive Committee duly convened and constituted.

53. The Executive Committee may delegate any of its powers to sub-committees consisting of such Committee Member or Committee Members as they think fit: any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Executive Committee and shall make reports on the exercise of the powers so delegated to the Executive Committee to whom such sub-committee shall be answerable.

54. A sub-committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meetings the Chairman is not present within five minutes after the time appointed for holding the same, the sub-committee members present may choose one of their number to be Chairman of the meeting.

55. A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the sub-committee members present, and in the case of an equality of votes the Chairman shall have second or casting

## PRESIDENT

56. (i) The Executive Committee may from time to time appoint a President and/ or Vice President and/ or Patrons for such period, on such terms as the Executive Committee think fit and, subject to the terms of any agreement entered into in any particular case, the Executive Committee may revoke such appointment. Patrons shall not be entitled to vote at any meetings.
- ii) The Executive Committee may entrust to and confer upon a President or Vice-president so appointed pursuant to this regulation such powers upon such terms and conditions and with such restrictions as the Executive Committee think fit, and either collaterally with or to the exclusion of the Executive Committee's own powers, and may from time to time revoke, withdraw, or vary all or any of such powers.

## ACCOUNTS

57. The Executive Committee shall cause proper books of account to be kept in respect to:
- A) all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditures take place;
  - B) all sales and purchases of goods by the Company; and
  - C) the assets and liabilities of the Company

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of affairs of the Company and to explain its transactions. The books of account shall be kept at the office, or, subject to the provisions of the Acts, at such other place or places as the Executive Committee shall think fit, and shall always be open to the inspection of the Committee Members.

58. At the Annual General Meeting in every year the Executive Committee shall lay before the Company a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Company) made up to a date not more than nine months before such a meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Executive Committee and the Treasurer and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto, or to accompany the same shall not less than twenty-one clear days before the date of the meeting, subject nevertheless to the provisions of the Acts, be sent to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served.

## AUDIT

59. Books of account and income and expenditure shall be examined by a competent external layperson as appointed by the Executive Committee.

60. Within eighteen months after the incorporation of the Company and subsequently once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more suitably qualified external lay person.

#### NOTICES

61. A Notice may be served by the Company upon any member, either personally or by sending it through the post in a pre-paid envelope, or by telecommunication method, electronically addressed to such member at his registered internet or other address as appearing in the register of members.

62. The accidental omission to give notice of a meeting to, or the non-receipt of such notice of a meeting by any persons entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings at, any meeting.

#### DISSOLUTION

63. Clause 7 of the Memorandum of Association of the Company relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

#### INDEMNITY

64. Subject to the provisions of and so far as may be permitted by the Acts and the Memorandum of Association, every Committee Member, Agent, lay Scrutineer, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

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Names, Addresses and Descriptions of Subscribers

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SIR DENIS BARNES, KCB

The Old Inn  
30 The Street  
Wittersham  
Kent

Former Chairman, The Manpower Services Commission

Witness:       K Walton MSC  
                  Selkirk House  
                  Holborn  
                  London WC1

VNIANBOWDEN

University of Manchester  
Institute of Science & Technology  
Sachville St  
Manchester

Retired Principal

Witness:       R W Revans  
                  8 Higher Downs  
                  Altrincham  
                  Cheshire

FJCHAPPLE

Hayes Court  
West Common Road  
Brantley  
Kent

General Secretary ETU & Plumbing Trades Union

Witness       L H Vandell  
                  12 Greencoat Rise  
                  Biggin Hill, Kent

LORD PLATT

53 Heathside Hinchley Wood  
Esher  
Surrey

Past President, Royal College of Physicians

Witness:       I Mitchell  
                  126 Albert St  
                  London

## Names, Addresses and Descriptions of Subscribers

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R W REVANS  
8 Higher Downs  
Altrincham  
Cheshire

Associate Professor, Leeds University

Witness	JB Craig 126 Albert St London NW1
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G TOLLEY  
Sheffield Polytechnic  
Pond St  
Sheffield

Principal, The Sheffield Polytechnic

Witness:	G W Smart 5 Duke St Rowley Regis W Midlands
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A WEINSTOCK  
1 Stanhope Gate  
London  
W1

Managing Director, General Electric Co Ltd

Witness:	J M Elstone 66 Highlands Heath London SW15
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