

Company Number: 2533768

Companies Act 1985 to 1909

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

SPECIAL RESOLUTIONS
of
LOCAL GOVERNMENT MANAGEMENT BOARD LIMITED

At an Extraordinary General Meeting of the Company duly convened and held on 27 March 1991 the following resolutions were duly passed as Special Resolutions:

THAT the provisions of the Memorandum of Association of the Company be altered by the adoption immediately, in place of the provisions set out in clauses 3, 4, 5 and 6 of the Memorandum of Association of the Company, of the provisions set out in clauses 3, 4, 5, 6 and 7 of the form of Memorandum of Association produced to this Meeting and signed, for the purpose of identification only, by the Chair of the Meeting.

THAT the regulations contained in the form of Articles of Association produced to this Meeting and signed, for the purpose of identification only, by the Chair of the Meeting, be adopted as the Articles of Association of the Company in place, and to the exclusion of, all existing regulations of the Company with immediate effect.

.....*JBR Lambell*.....
Chair

Ref: M:\M\37704\NOE.WPD



3584-5004

COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING
A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
of
LOCAL GOVERNMENT MANAGEMENT BOARD LIMITED

1. The name of the Company is "LOCAL GOVERNMENT MANAGEMENT BOARD LIMITED" (hereinafter called "the Company").
2. The registered office of the Company is to be situated in England and Wales.
3. * (1) In this Clause 3 (but not elsewhere), the expression "local authority" shall, unless the context otherwise requires, mean and include:-
 - (a) all local authorities;
 - (b) all bodies established to carry out the functions of local authorities or having the power to levy, or issue a precept for, any rate or charge for public purposes;
 - (c) all other organisations engaged in carrying out functions on behalf of local authorities; and
 - (d) such other public bodies as may from time to time be determined by the Companyand the expression "local authorities" shall have a cognate meaning.
- (2) The objects for which the Company is established are:-
 - (a) To ascertain, collate and disseminate information with regard to pay and conditions of service, both in general and in the local government service with the object of assisting the organisations named in Article 5 of the Articles of Association of the Company, local authorities

* Note: The objects of the Company were amended pursuant to a Special Resolution passed on 27 March 1991.

and the employers' side of any negotiating bodies with which local authorities may now or at any time hereafter be concerned.

- (b) In an advisory capacity, to coordinate the activities and functions of the employers' sides of negotiating bodies in which local authorities are concerned including the provision of a joint secretariat.
- (c) To maintain effective liaison with any negotiating bodies for which the Company does not provide a joint secretariat but which are concerned in the settlement of conditions of service of employees of local authorities.
- (d) To provide advice and assistance to local authorities on any matters relating to the employment of their staff.
- (e) To provide, promote, secure or assist in the provision of, give approval of and advice on courses and other provision for the training of persons in, or intending to enter, the employment of local authorities. This shall include training for elected or appointed members of such local authorities and other bodies.
- (f) To apply, arrange for or advise on the application of selection and other tests and examinations of all kinds, or other methods for ascertaining the attainment of any standards recommended by the Company and to acknowledge the attainment thereof.
- (g) To provide advice and assistance to local authorities on any matters relating to their management, structure and organisation.
- (h) To foster and undertake research into any aspect of the Company and its work and to disseminate the results of any such research.
- (i) To exchange information and opinion with other organisations on any aspect of the Company and its work.
- (j) To prepare, edit, print, publish and issue books, papers, periodicals, gazettes, circulars and other literary undertakings or other means of communication (including films) bearing upon the activities of the Company, and to circulate or sell such publications, or films, and to establish, form and maintain libraries and collections of literature, statistics, data and other information or objects relating to the

activities of the Company or to matters of interest to the persons engaged therein, and to translate, compile, publish, lend and sell, and endeavour to secure, or contribute to the translation, compilation, publication, and sale by Parliament, Government Departments and other bodies or persons, of any such statistics and information, and to disseminate information by means of the reading of papers, the delivery of lectures, the holding of seminars, the staging of exhibitions, the giving of advice, the appointment of advisory officers or otherwise.

- (k) To exploit commercially any aspect of the work of the Company.
- (l) To retain or employ skilled, professional or technical advisers or workers in connection with the objects of the Company, and to pay therefor such fees or remuneration as may be thought expedient.
- (m) To establish, promote, cooperate with, become a member of, act as or appoint trustees, agents or delegates for, control, manage, superintend, or afford financial or other assistance to the work of any associations and institutions and other bodies incorporated or not incorporated, whose objects are similar to the objects of the Company, in particular to purchase, subscribe for or otherwise acquire and hold shares (fully or partly paid up) or stock in or securities of, or to lend money to, subsidise or otherwise assist any other association, institution or other body.
- (n) To apply to government departments, local government authorities and other public bodies and to corporations, companies and persons for, and to accept grants of money, land, donations, gifts, subscriptions and other assistance for promoting the objects of the Company, and to discuss and negotiate with them schemes of administrative, professional, technical, clerical and miscellaneous development and training within the objects of the Company and to conform to any proper conditions upon which such grants and other payments may be made.
- (o) To borrow or raise any money that may be required by the Company upon such terms as may be deemed advisable, and in particular by the issue of bonds, debentures, bills of exchange, promissory notes or other obligations or securities of the Company, or by mortgage or charge of all or any part of the property of the Company.

- (p) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferrable instruments.
- (q) To invest the moneys 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.
- (r) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, and in particular any land, buildings, workshops, factories, laboratories, machinery, plant, apparatus, appliances and any rights or privileges necessary or convenient for the purposes of the Company, and to construct, erect, alter, improve and maintain any buildings which may be from time to time required for the purposes of the Company, and to manage, develop, sell, demise, let, mortgage, dispose of, turn to account or otherwise deal with all or part of the same with a view to the promotion of the objects of the Company.
- (s) To sell or otherwise in any manner dispose of the whole or any part of the business, undertaking or property of the Company either together or in portions, for such consideration as the Company may think fit.
- (t) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Company (or of either or both of its predecessor bodies, the Local Government Training Board ("LGTB") and the Local Authorities' Conditions of Service Advisory Board ("LACSAB") and such other bodies for whom LGTB and LACSAB had responsibility) or the dependants or connections of such persons, and to grant pensions and allowances to and to make payments towards insurance of such persons.
- (u) To do all such other lawful things as may be incidental to or conducive to the attainment of the above objects.

PROVIDED THAT:-

- (i) 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 manner as allowed by law, having regard to such trusts.

(ii) The Company shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the Company would make it a Trade Union.

(iii) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Secretary of State for Education and Science, 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 Company shall be chargeable for any such property that may come into its hands and shall be answerable and accountable for its own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as it would as such company had been if no incorporation had been effected, and incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Secretary of State for Education and Science over such company that it shall as regards any such property be subject to such control or authority as the Company were not incorporated.

4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to Members of the Company or other.

PROVIDED that nothing herein shall prevent payment in good faith by the Company

- (a) of reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company or for any material, labour, plant or power supplied for experimental purposes;

- (b) of interest at a rate per annum not exceeding 4 per cent less than the base lending rate prescribed from time to time by the Company's bankers or 6 per cent whichever is the greater on money lent or reasonable and proper rent for premises devised or let by any Member of the Company or of its governing body;
- (c) to any member of its governing body of out of pocket expenses;
- (d) to a corporation of which a Member of the Company or member of its governing body may be a member holding not more than one hundredth part of the capital of such corporation.

Provided also that nothing herein shall prevent any Member of the Company, whether a member of its governing body or not, from exercising any processes and making, using, acquiring and vending any articles and things in the ordinary course of its business for profit or otherwise under any licence or permission in respect of any discovery, invention or patent resulting from the work of the Company.

- 5. The liability of the Members 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 while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding £1.
- 7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, and after due provision has been made for the continuance of or payment or payments of any superannuation, pensions, redundancy payments and allowances to retired employees of the Company (or of either or both of its predecessor bodies, LGTB and LACSAB and such other bodies for whom LGTB and LACSAB had responsibility) or to dependants of such employees in accordance with any superannuation, pension and redundancy payment schemes for the time being in force at the date of liquidation, any property whatsoever, the same shall be paid to or distributed amongst the Association of County Councils, the Association of District Councils, the Association of Metropolitan Authorities and the Convention of Scottish Local Authorities in proportion to the numbers of persons they are respectively entitled to nominate from time to time for membership of the Company pursuant to Article 5 of its Articles of Association.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

MICHAEL CLARKE
Bramble Corner
Devonshire Road
Harpenden
Herts
AL5 4TJ

ROBIN GLOVER WENDT
Flat 6
5 Old Pye Street
London
SW1P 2AD

Dated the 17th day of October 1990

Witness to the above signatures:-

MISS M.E. SMITH
5 Taunton Close
Hainault
Ilford
Essex
IG6 3DN

File 500

COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

LOCAL GOVERNMENT MANAGEMENT BOARD LIMITED
(Adopted pursuant to a Special Resolution passed on
27 March 1991)

DEFINITIONS

1. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meanings set opposite to them, if not inconsistent with the subject or context-

WORDS

"the Act"

"the Company"

"financial year"

"in writing"

"the Management Committee"

"month"

"the Office"

MEANINGS

The Companies Act, 1985

Local Government Management
Board Limited

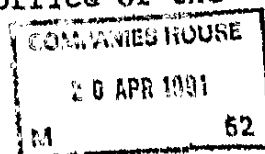
The period defined in
Article 10(F) of these
presents.

Written, printed or
lithographed, or partly one
and partly another, and
other modes of representing
or reproducing words in a
visible form.

The Management Committee of
the Company as a body or a
quorum of the members
thereof at a meeting of the
Management Committee.

Calendar month.

The registered office of the
Company.



"these presents"

These Articles of Association, and the regulations of the Company from time to time in force.

"the Seal"

The common seal of the Company.

"the United Kingdom"

Great Britain and Northern Ireland.

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

The headings appearing in these presents are for information only and are not to be read or construed as forming part of these presents.

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Company shall, if not inconsistent with the subject context, bear the same meaning in these presents.

2. The provisions of section 352 of the Act shall be observed by the Company, and every Member of the Company shall either sign a written consent to become a Member, or sign the register of members on becoming a member.

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

4. Subject as hereinafter mentioned it shall rest with the Company to determine the terms and conditions on which Members shall from time to time be admitted.

MEMBERSHIP

5. There shall be eligible for membership of the Company:

- (A) Six persons nominated by the Association of County Councils;
- (B) Six persons nominated by the Association of District Councils;
- (C) Six persons nominated by the Association of Metropolitan Authorities; and
- (D) Two persons nominated by the Convention of Scottish Local Authorities.

6. Twenty-eight days at least before each Annual General Meeting the Secretary shall invite each of the organisations mentioned in Article 5 to nominate as Members of the Company for the ensuing year such number of persons as it is entitled so to

nominate under Article 5, and the persons so nominated in writing by those organisations on signing the form of consent and undertaking required by Article 2 if not already signed by them shall become or (as the case may be) continue to be Members of the Company as from the commencement of the business of such Annual General Meeting and shall (subject to the provisions of Article 7) continue to be the Members of the Company until the commencement of the business of the next Annual General Meeting.

7. The organisation nominating a Member of the Company may, by notice in writing to the Company, cancel the nomination of any person so nominated and nominate some other person in his/her place, or nominate a new nominee in place of any nominee who dies or resigns his/her membership, and immediately upon receipt by the Company of such notice the person whose nomination has been cancelled or who shall have died or resigned as aforesaid shall cease to be a Member of the Company and the person nominated in his/her place shall (as from receipt by the Company of his/her nomination coupled with the form of consent and undertaking required by Article 2) become a Member of the Company and (unless subsequently removed from membership or ceasing to be a Member under the provisions of this Article) shall continue to be a Member of the Company until the commencement of the business of the next Annual General Meeting.

8. No act or resolution of the Company shall be invalidated by reason of the existence of any vacancy or vacancies among Members of the Company.

9. Without prejudice to the general powers conferred by these presents, the Members may delegate any of their powers to any committee as may be considered necessary and may make and impose upon such committees such rules and regulations and to vary the same from time to time as they shall think fit.

FINANCE

10. (A) The Management Committee shall lay before the Company, at a General Meeting held not later than the end of each January, estimates of:

- (i) the expenditure of the Company during the next ensuing financial year, and
- (ii) the amount of income expected to be received during such ensuing financial year from all sources.

(B) When the audited balance sheet, and income and expenditure accounts, of the Company in respect of a financial year are laid before the Company in General Meeting pursuant to Article 58 the Management Committee shall lay before that meeting a statement of the amount by which the estimates of expenditure last

previously laid before the Company exceeded or fell short of actual expenditure of the Company.

- (C) The expression "financial year" in these presents shall mean the period between the date on which one income and expenditure account of the Company shall commence and the date on which such income and expenditure account shall end (both dates inclusive), and unless otherwise determined by the Management Committee a financial year shall run from 1 April in one year to 31 March in the following year.

GENERAL MEETINGS

11. The Company shall in the month of July in each year hold a General Meeting, as its Annual General Meeting in addition to any other Meeting in that year, and shall specify the Meeting as such in notices calling it. The Annual General Meeting shall be held at such time and place as the Management Committee shall appoint.

12. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

13. The Management Committee may, whenever it thinks 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, representing one-third of the Members of the Company. The requisition and also the notice convening the meeting shall state the nature of the business proposed to be transacted and no other matters shall be discussed. The meeting shall take place within 14 days after the receipt of the requisition by the Company. If at any time there are not within the United Kingdom sufficient Management Committee members capable of acting to form a quorum, any Management Committee member 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 General Meetings may be convened by the Management Committee, and to be held at a reasonable time and place.

14. An Annual General Meeting and a meeting called for the passing of a Special Resolution shall be called by twenty-one days' notice in writing at the least, and a General Meeting of the Company other than an Annual General Meeting for the passing of a Special Resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons (including the Auditors and the Chief Executive) as are, under these presents or the Act, entitled to receive such notices from the Company. Provided that a General Meeting of the Company shall,

notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed:

- (a) In the case of a Meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and
- (b) In the case of any other Meeting, by a majority in number of the Members having a right to attend and vote at the Meeting, being a majority, together representing not less than ninety-five per centum of the total voting rights at that Meeting of all the Members.

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

PROCEEDINGS AT GENERAL MEETINGS

16. 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 Management Committee and of the Auditors, and the appointment of, and the fixing of the remuneration of the Auditors.

17. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as therein otherwise provided a quorum shall be constituted by the presence in person or by proxy of one-third or the number nearest to but not less than one-third of the Members.

18. 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 at such other place as the Chair 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.

19. The Chair of the Management Committee or in his/her absence the Deputy Chair of the Management Committee shall preside as Chair at every General Meeting, but if both have intimated that they will not be present at any meeting or if neither shall be present within thirty minutes after the time appointed for holding the same, or shall be willing to preside, the Members present shall choose some other of their number to preside for that meeting.

20. The Chair 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 a 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.

21. At all General Meetings a resolution of the meeting shall be decided on a show of hands unless a poll is, before or upon the declaration of the show of hands, demanded by the Chair of the meeting or by at least three Members present in person or by proxy or by a Member or Members present in person representing at least three-twentieths 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 Chair 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 minute book of the Company be conclusive evidence of the fact without proof of the number or proportion of the votes recorded against that resolution.

22. Subject to the provisions of Article 23, if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner (whether by postal vote, personal attendance or otherwise) as the Chair of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting.

23. No poll shall be demanded on any question of adjournment.

24. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting shall be entitled to a second or casting vote.

25. 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.

VOTES OF MEMBERS

26. Any Member may be represented at any General Meeting of the Company by a proxy with full powers acting on his/her behalf provided such proxy is approved in writing, in each case, by the relevant nominating organisation of the Member referred to in Article 5.

27. Subject as hereinafter provided:-

- (a) on a show of hands every Member present in person or by proxy shall have one vote;

- (b) on a poll every Member present in person or by proxy shall be entitled to one vote.

28. The instrument appointing a proxy shall be in writing. It must be deposited at the Office not less than twenty-four hours before the meeting or adjourned meeting at which it is to be used, or in case of a poll not less than twenty-four hours before the time appointed for taking the poll.

29. A proxy shall be entitled to attend, speak and vote at the meeting only for the purpose of which he is appointed.

30. A vote given in accordance with the terms of the appointment of a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

31. The instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit-

"THE LOCAL GOVERNMENT MANAGEMENT BOARD

I

of

a member of THE LOCAL GOVERNMENT MANAGEMENT BOARD with the approval of my nominating organisation 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 19

This form is to be used *in favour of/against the resolution. Unless otherwise instructed the proxy will vote as he/she thinks fit.

* strike out whichever is not desired

NOTE: IN ORDER TO BE VALID THIS FORM MUST BE ACCOMPANIED BY THE NOMINATING ORGANISATION'S WRITTEN APPROVAL OF THE PROXY"

32. The appointment of a proxy shall be deemed to confer authority to demand or join in demanding a poll.

THE MANAGEMENT COMMITTEE

33. The affairs of the Company shall be managed by a Management Committee which, subject to the provisions of Article 34, shall consist of the Members for the time being of the Company.

DISQUALIFICATION OF MEMBERS OF THE MANAGEMENT COMMITTEE

34. The office of a member of the Management Committee shall be vacated-

- (A) If a receiving order is made against him/her or he/she makes an arrangement or composition with his/her creditors.
- (B) If he/she becomes of unsound mind.
- (C) If, for any reason, he/she ceases to be a Member of the Company.
- (D) If by notice in writing to the Company he/she resigns his office.
- (E) If by virtue of Section 293 of the Act he/she ceases to be capable of being appointed a director of a company.
- (F) If he/she becomes prohibited from being a member of the Management Committee by reason of any order made under the Company Directors Disqualification Act 1986.
- (G) If he/she be absent from the meetings of the Management Committee for more than three consecutive meetings without the consent of the Management Committee.

35. A member of the Management Committee who vacates that office under the provisions of Article 34 shall ipso facto cease to be a Member of the Company.

POWERS OF THE MANAGEMENT COMMITTEE

36. No act or resolution of the Management Committee shall be invalidated by reason of the existence of any vacancy or vacancies among Management Committee members.

37. The Management Committee 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 statute or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to any regulations of these presents, to

the provisions 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 Management Committee which would have been valid if such regulation had not been made.

PROCEEDINGS OF THE MANAGEMENT COMMITTEE

38. The Management Committee shall meet together at least bi-annually (and more frequently as they may from time to time think fit) for the dispatch 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, one quarter or the number nearest to one quarter of the members of the Management Committee shall be quorum.

39. Questions arising at any meeting of the Management Committee shall be decided by a majority of votes. In case of an equality of votes the Chair of the Management Committee shall have a second or casting vote.

40. A Management Committee member may, and on the request of a Management Committee member, the Secretary shall at any time, summon a meeting of the Management Committee by notice served upon the several members of the Management Committee.

41. A member of the Management Committee who is absent from the United Kingdom shall not be entitled to notice of a meeting of the Management Committee.

42. The Chair of the Management Committee or in his/her absence the Deputy Chair shall preside at all meetings of the Management Committee, but if both have intimated that they will not be present at any meeting or if neither shall be present within thirty minutes after the time appointed for holding the same, or shall be willing to preside, the Management Committee members present shall choose one of their number to preside for that meeting.

43. A meeting of the Management 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 Management Committee generally.

44. Members of the Management Committee who communicate in conference on the telephone with a meeting of the Management Committee shall be deemed for all purposes to be present at such meeting during the business transacted thereat while they are so in communication.

45. A resolution in writing signed by all the Management Committee for the time being entitled to receive notice of and vote at a meeting of the Management Committee shall be as valid

and effectual as if it had been passed at a meeting of the Management Committee duly convened and held. Any such resolution may consist of several documents in like form and signed by one or more of the Management Committee for the time being entitled to receive notice of a meeting of the Management Committee.

46. All acts done by a meeting of the Management Committee or by any committee of the Management Committee or by any person acting as a Management Committee member shall notwithstanding that it shall be afterwards discovered that there was some defect in the appointment or continuance in office of the Management Committee or such committee 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 appointed or had duly continued in office and was qualified to be a Management Committee member or of such committee.

MINUTES

47. The Management Committee shall cause minutes to be duly entered in books provided for the purpose:

- (A) of all appointments of officers;
- (B) of names of the Management Committee members present at each meeting of the Management Committee, and of any committee of the Management Committee;
- (C) of all orders made by the Management Committee and committees of the Management Committee;
- (D) of all resolutions and proceedings of General Meetings and of meetings of the Management Committee and committees of the Management Committee.

48. Any such minutes of any meeting of the Management Committee or of any committee, or of the Company, if purporting to be signed by the Chair of such meeting, or by the Chair of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes.

CHIEF EXECUTIVE

49. A Chief Executive of the Company shall be appointed by the Management Committee for such term, at such remuneration and (subject to Article 51) upon such conditions as it shall think fit. He/she shall be responsible to the Management Committee for the execution of the Management Committee's policies and for the conduct of the business of the Company.

50. The Chief Executive shall engage, all persons to be employed under him/her and shall be responsible for them.

51. The Chief Executive shall be entitled to receive notice of and to attend and speak, but not vote, at all General Meetings of the Company, all meetings of the Management Committee and all meetings of any committee.

SECRETARY

52. The Secretary shall be appointed by the Management Committee for such time, at such remuneration and upon such conditions as the Management Committee may think fit, and any Secretary so appointed may be removed by the Management Committee. The provisions of sections 283 and 284 of the Act shall apply. The Management Committee may from time to time by resolution appoint a 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.

THE SEAL

53. The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Management Committee, and in the presence of at least two members of the Management Committee or one member of the Management Committee and either the Chief Executive or the Secretary and the said members or member and Chief Executive or Secretary (whichever is the case) shall sign every instrument to which the seal be so affixed in their presence, 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.

GENERAL

54. There shall be no limit as to the age at which any person may become or be a member of the Management Committee or until which, having become or being a member of the Management Committee, he/she may continue to act as a member of the Management Committee.

ACCOUNTS

55. The Company shall cause proper books of account to be kept with respect to-

- (A) all sums of money received and expended by the Company and the matter in respect of which such receipts and expenditure take place;
- (B) all sales and purchases for 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 the affairs of the Company and to explain its transactions.

56. The books of account shall be kept at the Office, or subject to Sub-section (2) of section 221 of the Act, at such other place or places as the Management Committee shall think fit, and shall always be open to the inspection of the members of the Management Committee.

57. The Company in General Meeting may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the Members of the accounts and books of the Company, or any of them, and subject to such conditions and regulations the accounts and books of the Company shall be open to the inspection of Members at all reasonable times during business hours.

58. At the Annual General Meeting in every year the Management Committee shall lay before the Company a proper income and expenditure account for the last preceding financial year together with a proper balance sheet made up as at the last day of such financial year. Every such balance sheet shall be accompanied by proper reports of the Management Committee and the Auditors, 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, be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. Provided that if copies of the documents aforementioned are sent less than twenty-one clear days before the date of the meeting they shall, notwithstanding that fact, be deemed to have been duly sent if so agreed by all the members entitled to attend and vote at the meeting. The Auditors' report shall be open to inspection and be read before the meeting.

AUDIT

59. 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 properly qualified Auditor or Auditors.

60. Auditors shall be appointed and their duties regulated in accordance with sections 236 and 237 of the Act.

61. A balance sheet shall be signed on behalf of the Management Committee by two members of the Management Committee of the Company and the Auditors' report shall be attached to the balance sheet, and the report shall be read before the Company in General Meeting, and shall be open to inspection by any member.

NOTICES

62. A notice may be served by the Company upon any Member, either personally or by sending it through the post in a prepaid letter, addressed to such Member at his/her registered address as appearing in the register of Members.

63. Any Member described in the register of Members by an address not within the United Kingdom, who shall from time to time give the Company an address within the United Kingdom at which notice may be served upon him/her, shall be entitled to have notices served upon him/her at such address, but, save as aforesaid and as provided by the Act, only those Members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notices from the Company.

64. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same as put into the post, and in providing such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

INDEMNITY

65. Every member of the Management Committee, committee of the Management Committee, Chief Executive, Secretary and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Management Committee out of the funds of the Company to pay, all costs, losses and expenses, including travelling expenses which any such officer or servant may reasonably incur or become liable to by reason of any contract entered into or act or thing done by him/her as such officer or servant or in any way in the discharge of his/her duties. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

AMENDMENT OF THESE PRESENTS

66. Amendment of these presents may be proposed only after notice thereof has been given to the Secretary and circulated to the Members of the Company at least 21 days before the meeting at which the proposal is to be put to the Members. Any proposal to amend this constitution must be approved by at least three-fourths of the Members present and voting at the meeting at which it is proposed.

WINDING UP

67. 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 presents.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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Dated the 17th day of October 1990

Witness to the above signatures:-

MISS M.E. SMITH
5 Taunton Close
Hainault
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Essex
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