

THE COMPANIES ACTS 1985 to 1989

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COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

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MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
OF  
RESEARCH INSTITUTE FOR CONSUMER AFFAIRS



Bates, Wells & Braithwaite  
61 Charterhouse Street  
London EC1M 6HA

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## **THE COMPANIES ACTS 1985 AND 1989**

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

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#### **MEMORANDUM OF ASSOCIATION**

**Of**

#### **RESEARCH INSTITUTE FOR CONSUMER AFFAIRS**

1. The name of the Company (hereinafter called "RICA") is RESEARCH INSTITUTE FOR CONSUMER AFFAIRS.
2. The registered office of RICA will be situate in England.

#### Objects

3. The objects for which RICA is established are to promote research in the social sciences and in particular into the standards of goods and services available to the public as consumers and to publish the results of that research and to promote educational purposes incidental thereto.

#### Powers

4. In furtherance of the objects but not further or otherwise RICA shall have the following powers:-
  - (a) To conduct and commission research into goods and services for people with disabilities and older people and to publish reports thereon.
  - (b) To present, produce, promote, organise, manage and conduct any such lectures, debates, courses of instruction, conferences, libraries, exhibitions and research work as the Trustees may think fit and to compile, print, produce, edit and publish such periodical and other publications and works dealing with any aspect of the social sciences as the Trustees may think fit;
  - (c) To from time to time fix and charge fees and prices as they may think fit for admission to or otherwise in respect of any such lectures, debates, courses of instruction or exhibitions as aforesaid;

- (d) To purchase, take on lease or in exchange hire or otherwise acquire any real and personal estate which may be necessary for any of the purposes of RICA;
- (e) To construct, maintain and alter any buildings or works necessary or convenient for all or any of the purposes of RICA;
- (f) Subject to such consents as may be required by law to sell, lease, mortgage, exchange, dispose of or otherwise deal with and turn to account all or any part of the property of RICA with a view to the promotion of its objects;
- (g) Subject to such consents as may be required by law to borrow or raise money for the purposes of RICA on such terms and on such security as may be thought fit including making reasonable charges for any services provided hereunder;
- (h) To raise funds and to invite and receive contributions from any person or persons whatever by way of subscription, donation and otherwise, provided that RICA shall not undertake any permanent trading activities in raising funds for its charitable objects;
- (i) To carry on trade insofar as either the trade is exercised in the course of the actual carrying out of a primary object of RICA or the trade is temporary and ancillary to the carrying out of the objects aforesaid;
- (j) Subject to Clause 5 of this Memorandum to engage or employ such persons (whether as employees, consultants, advisers or however) as may be requisite to the promotion of the objects of RICA and on such reasonable terms and at such reasonable remuneration as the Trustees may think fit;
- (k) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their dependents;
- (l) To establish and support or aid in the establishment and support of other charitable associations or institutions and to subscribe lend or guarantee money for charitable purposes in any way connected with the purposes of RICA or calculated to further its objects;
- (m) To undertake and execute any charitable trusts which may lawfully be undertaken by RICA;

- (n) To invest the moneys of RICA not immediately required for its own purposes in or upon such investments, securities, or property as may be thought fit;
- (o) To receive loans at interest or otherwise from and to lend money and give credit to, to take security for such loans or credit and to guarantee and become or give security for the performance of contracts by any person or company as may be necessary for the work of RICA;
- (p) To draw, accept, endorse, issue or execute promissory notes, bills of exchange, bills of lading, warrants and other negotiable transferrable or mercantile instruments for the purpose of or in connection with the objects of RICA;
- (q) To establish, promote or assist charitable companies with objects similar to those of RICA for the acquisition of the property or liabilities of RICA or to carry on any authorised activity of RICA or for any other charitable purpose calculated to benefit RICA in the furtherance of its objects;
- (r) To amalgamate, merge or join in with any charity having charitable objects wholly or in part similar to those of this Institute for the purposes of better effectuating the charitable purposes;
- (s) To purchase, acquire or undertake all or any of the property, liabilities and engagements of charitable associations, societies or bodies with which RICA may co-operate or federate;
- (t) To pay out of the funds of RICA the costs of forming and registering RICA;
- (u) To provide indemnity insurance to cover the liability of the members of the Management Committee:
  - (i) 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; or
  - (ii) to make contributions to the assets of the company in accordance with the provisions of section 214 of the Insolvency Act 1986:

Provided that any such insurance in the case of (i) shall not extend to any claim arising from any act or omission which the members of the Management Committee knew to be a breach of trust or breach of duty or which was committed in reckless disregard of whether it was a breach of trust or breach of duty or not and provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal

prosecution brought against the directors in their capacity as directors of the company: and in the case of (ii) shall not extend to any liability to make such a contribution where the basis of any member of the Management Committee's liability is their 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.

- (v) To do all such other lawful things as shall further the attainment of the above objects or any of them;

PROVIDED THAT:

- (i) If RICA shall take or hold any property which may be subject to any trusts, RICA shall only deal with or invest the same in the manner allowed by law, having regard to such trusts.
  - (ii) RICA objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
  - (iii) If RICA shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, RICA shall not sell, mortgage, charge or lease the same without any authority, approval or consent as may be required by law, and as regards any such property the Board of Trustees of RICA shall be chargeable for any such property that 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 such Board of Trustees would have been if no incorporation had been effected, and the incorporation of RICA shall not diminish or impair any control or authority exercisable by the Chancery Division, or the Charity Commissioners over such Board of Trustees but as regards any such property they shall be subject jointly and separately to such control or authority as if RICA were not incorporated.
5. The income and property of RICA from whatever source derived, 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 the Members of RICA (and no Trustee shall be appointed to any office of RICA paid by salary or fees or receive any remuneration or other benefit in money or money's worth from RICA)

PROVIDED THAT nothing herein shall prevent any payment in good faith by RICA:

- (a) of reasonable and proper remuneration to any member, officer or servant of RICA (not being a Trustee) for any services rendered to RICA;
- (b) of interest on money lent by any Trustee or any member of RICA at a reasonable and proper rate;
- (c) of any reasonable and proper rent for premises demised or let by any Trustee or any member of RICA;
- (d) of fees, remuneration or other benefits in money or money's worth to a company of which a Trustee may be a member holding beneficially not more than 1/100th part of the capital of the company; and
- (e) to any Trustee or member of RICA of reasonable and proper out-of-pocket expenses.
- (f) of any premium in respect of any indemnity insurance to cover the liability of the members of the Management Committee:
  - (i) 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; or
  - (ii) to make contributions to the assets of the company in accordance with the provisions of section 214 of the Insolvency Act 1986:

Provided that any such insurance in the case of (i) shall not extend to any claim arising from any act or omission which the members of the Management Committee knew to be a breach of trust or breach of duty or which was committed in reckless disregard of whether it was a breach of trust or breach of duty or not and provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company: and in the case of (ii) shall not extend to any liability to make such a contribution where the basis of any member of the Management Committee's liability is their 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.

- 6. The liability of the members is limited.
- 7. Every Member of RICA undertakes to contribute to the assets of RICA if it is wound up during the time that he or she is a member, or within one year afterwards, for payment of the debts and liabilities of RICA contracted before the

time at which membership ceases and of the costs, charges and expenses of winding-up the same, and for the adjustment of the rights of the contributaries among themselves such amount as may be required not exceeding £1.

8. If upon the winding-up or dissolution of RICA 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 RICA, but shall be given or transferred to The Association for Consumer Research or to some other charitable institution or institutions having objects similar to the objects of RICA, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on RICA under or by virtue of clause 5 hereof, such institution or institutions to be determined by the members within three months of the members resolution passed initiating the winding-up failing which and if and so far as effect cannot be given to such provision, then to such other charitable object as the Trustees shall resolve upon.

We the several persons whose Names, Addresses and Descriptions are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association.

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NAMES, ADDRESSES AND SIGNATURES OF SUBSCRIBERS

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Guarantee

1. Signature Christopher J. Harborne

Name CHRISTOPHER JOHN HARBORNE £1

Address 1 THIRLMERE AVENUE  
GRIMSBY DN33 3EA

Date 18-11-91

WITNESS to the above signature

Signature P. J. Reading

Name P J READING

Address 53 PARK RISE HARPENDEN

Occupation ACR COMPANY SECRETARY

2. Signature Rachel Waterhouse

Name DAME RACHEL ELIZABETH WATERHOUSE

Address 252 BRISTOL ROAD  
BIRMINGHAM B5 7SL

Date 18-11-91

WITNESS to the above signature

Signature Mary D. Goodman

Name MARY DOROTHY GOODMAN

Address 38 CHANCELLORS CLOSE  
EDGBASTON, BIRMINGHAM. B15 3U-F

Occupation Retired.



THE COMPANIES ACTS 1985 to 1989

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ARTICLES OF ASSOCIATION  
OF  
RESEARCH INSTITUTE FOR CONSUMER AFFAIRS

Interpretation

1. In these Articles and the Memorandum of Association:-

"RICA" means RESEARCH INSTITUTE FOR CONSUMER AFFAIRS.

"the Board of Trustees" means and "the Trustees" shall be the equivalent of and shall fulfill the functions of, respectively, the board and the directors of RICA, as defined in the Act.

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

"the Articles" means the Articles of Association of RICA.

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"executed" includes any mode of execution.

"office" means the registered office of RICA.

"the seal" means the common seal of RICA.

"Secretary" means the Secretary of RICA or any other person appointed to perform the duties of the Secretary of RICA, including a joint, assistant or deputy Secretary.

"the United Kingdom" means Great Britain and Northern Ireland.

Unless the context requires otherwise, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on RICA.

#### Members

2. The subscribers to the Memorandum of Association of RICA and such other persons as are appointed to the Board of Trustees in accordance with Articles 28 to 36 below shall be members of RICA.
3. Membership shall not be transferrable and shall cease on death. A member shall cease to be a member:-
  - (a) on ceasing to be a member of the Board of Trustees;
  - (b) on the expiry of at least seven clear days' notice given by the member to RICA of his or her intention to withdraw; or
  - (c) if the member becomes bankrupt or makes any arrangement or composition with his or her creditors generally.

#### General meetings

4. All general meetings other than annual general meetings shall be called extraordinary general meetings. The first annual general meeting shall be held within eighteen months of the incorporation of RICA and thereafter an annual general meeting shall be held in each calendar year not more than fifteen months from the immediately preceeding annual general meeting.
5. The Trustees may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any member of RICA may call a general meeting.

#### Notice of general meetings

6. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a

Trustee shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed-

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
- (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five percent of the total voting rights at the meeting of all the members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

The notice shall be given to all the members and to the auditors.

#### Proceedings at general meetings

- 7. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. Four persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member shall be a quorum.
- 8. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
- 9. The Chairman, if any, of the Board of Trustees or, in the Chairman's absence, some other Trustee nominated by the Trustees shall preside as chairman of the meeting.
- 10. The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at

the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

11. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provision of the Act, a poll may be demanded:-

- (a) by the chairman; or
- (b) by at least two members having the right to vote at the meeting.

and a demand by a person as proxy for a member shall be the same as a demand by the member.

12. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

13. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

14. A poll shall be taken as the chairman directs and the chairman may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

15. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote the chairman may have.

16. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A

poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

17. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
18. The proceedings at any meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity in the convening thereof or otherwise or any want of qualification in any of the persons present or voting thereat.
19. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which the member was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

#### Votes of members

20. On a show of hands every member present in person shall have one vote. On a poll every member present in person or by proxy shall have one vote.
21. A member must declare any personal interest, pecuniary or otherwise, in a matter which is the business of the meeting, and may not vote on the matter. A member declaring such an interest may not speak on it, except to make a statement if invited by the chairman of the meeting to do so.
22. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every

vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.

23. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):-

" RESEARCH INSTITUTE FOR CONSUMER AFFAIRS  
I/We, ,  
of ,  
being a member/members of the above named Company,  
hereby appoint ,  
of ,  
or failing him/her, ,  
of ,  
as my/our proxy to vote in my/our name(s) and on  
my/our behalf at the annual/extraordinary general  
meeting of the Company to be held on  
19 , and at any adjournment thereof.

Signed on 19 ."

24. Where it is desired to afford members an opportunity of instructing the proxy how he/she shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve)-

" RESEARCH INSTITUTE FOR CONSUMER AFFAIRS  
I/We, ,  
of ,  
being a member/members of the above named Company,  
hereby appoint ,  
of ,  
or failing him/her, ,  
of ,  
as my/our proxy to vote in my/our name(s) and on  
my/our behalf at the annual/extraordinary general  
meeting of the Company to be held on  
19 , and at any adjournment thereof.

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

Resolution No 1 \*for \*against  
Resolution No 2 \*for \*against  
\*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he/she thinks fit or abstain from voting.

Signed on

19 ."

25. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees may:-

- (a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by RICA in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman or to the secretary or to any Trustee;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

26. A vote given or poll demanded by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by RICA at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

#### Board of Trustees

27. The Board of Trustees shall consist of four Trustees nominated by The Association for Consumer Research in accordance with Article 28 below ("ACR nominated Trustees") and up to eight Trustees appointed in accordance with Articles 29 to 36 below ("RICA appointed Trustees").

Appointment and Retirement of Trustees

28. The ACR nominated Trustees shall at the time of their nomination, be Council Members of The Association for Consumer Research. On ceasing to be a member of the Council of ACR the Trustee will forthwith resign from the Board of Trustees of RICA, and ACR will be invited to nominate a replacement Trustee.
29. The members of RICA may by ordinary resolution elect up to eight RICA appointed Trustees who shall be subject to retirement by rotation in accordance with Article 30 below save that until the first annual general meeting the Board of Trustees may co-opt up to eight Trustees who shall hold office until the close of the first annual general meeting.
30. At the first and at every subsequent annual general meeting one third of the Trustees who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest above one third shall retire from office.
31. Subject to the provisions of the Act, the Trustees to retire by rotation shall be those who have been longest in office since their last election or reappointment, but as between persons who became or were last re-elected on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
32. No person other than a Trustee retiring by rotation shall be elected or re-elected a Trustee at any general meeting unless:-
  - (a) that person is nominated by ACR in accordance with Article 28;
  - (b) that person is recommended by the Trustees; or
  - (c) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to RICA of the intention to propose that person for election or re-election stating the particulars which would, if that person were so elected or re-elected, be required to be included in RICA's register of Trustees together with notice executed by that person of his or her willingness to be elected or re-elected.



33. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a Trustee retiring by rotation at the meeting) who is recommended by the Trustees for election or re-election as a Trustee at the meeting or in respect of whom notice has been duly given to RICA of the intention to propose that person at the meeting for election or re-election as a Trustee. The notice shall give the particulars which would, if that person were so elected or re-elected, be required to be included in RICA's register of Trustees.
34. Subject as Articles 28 to 33 aforesaid, the members of RICA may by ordinary resolution elect a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee and may also determine the rotation in which any additional Trustees are to retire.
35. The Trustees may elect a person who is willing to act to be a Trustee, either to fill a vacancy among or as an additional Trustee, provided that the appointment does not cause the number of ACR nominated or RICA appointed Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of such Trustees. A Trustee so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Trustees who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he or she shall vacate office at the conclusion thereof.
36. Subject as aforesaid, a Trustee who retires at an annual general meeting may, if willing to act, be re-elected. The Trustee, if not re-elected, shall retain office until the end of the meeting.

Disqualification and removal of Trustees

37. The office of a Trustee shall be vacated if a Trustee:-
- (a) ceases to be a Trustee by virtue of any provision of the Act or becomes prohibited by law from being a Trustee; or
  - (b) becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or

- (c) is, or may be, suffering from mental disorder and either:-
  - (i) is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983, or in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
  - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his or her property or affairs; or
- (d) resigns office by notice to RICA.

#### Powers of Trustees

- 38. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of RICA shall be managed by the Trustees who may exercise all the powers of RICA. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Trustees by these Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
- 39. The Trustees may, by power of attorney or otherwise, appoint any person to be the agent of RICA for such purposes and on such conditions as they determine.

#### Delegation of Trustees' powers

- 40. (a) The Trustees may delegate any of their powers or the implementation of any of their resolutions to any committee.
- (b) The resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number).

- (c) The composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify.
  - (d) The deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported forthwith to the Trustees and for that purpose every committee shall appoint a secretary.
  - (e) All delegations under this article shall be revocable at any time.
  - (f) The Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as it may from time to time think fit.
  - (g) For the avoidance of doubt the Trustees may delegate financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee provided always that no committee shall incur expenditure on behalf of RICA except in accordance with a budget which has been approved by the Trustees.
41. The meetings and proceedings of any committee shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Board of Trustees so far as the same are applicable and are not superseded by any regulations made by the Board of Trustees.

#### Trustees expenses

42. The Trustees may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or separate meetings of the holders of debentures of RICA or otherwise in connection with the discharge of their duties.

#### Proceedings of Trustees

43. Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit. Two Trustees may, and the Secretary at the request of two Trustees shall, call a meeting of the

Trustees. Notice of every meeting of the Board of Trustees stating the general particulars of all business to be considered at such meeting shall be sent by post to each Trustee at least seven clear days (excluding Saturdays, Sundays and Bank Holidays) before such meeting unless urgent circumstances require shorter notice but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice or by reason of any business being considered which is not comprised in such general particulars. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote.

44. The quorum for the transaction of the business of the Board of Trustees shall be four.
45. The continuing Trustees or a sole continuing Trustee may act notwithstanding any vacancies in their number but if and so long as the number of Trustees is less than the number fixed as a quorum the Trustees may act for the purpose of increasing the number of Trustees to that number or of summoning a general meeting of RICA but for no other purpose.
46. The Trustees may appoint one of their number to be the Chairman of the Board of Trustees at their first meeting in each calendar year or to fill a casual vacancy in the chairmanship. The Chairman so appointed shall hold office for one year (or in the case of a casual vacancy for part of the year) until the first meeting of the Trustees in the next following calendar year and shall be eligible for reappointment for one or more terms. The Chairman so appointed, unless unwilling to do so, shall preside at every meeting of Trustees at which he or she is present. But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chairman of the meeting.
47. All acts done by a meeting of Trustees, or of a committee of Trustees, or by a person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such

person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.

48. A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees shall be as valid and effectual as if it had been passed at a meeting of Trustees or (as the case may be) a committee of Trustees duly convened and held and may consist of several documents in the like form each signed by one or more Trustees.

#### Secretary

49. Subject to the provisions of the Act and to Clause 5 of the Memorandum of Association of RICA, the Secretary shall be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

#### Regulations

50. The Board of Trustees shall have power from time to time to make repeal or alter regulations as to the management of RICA and the affairs thereof as to the duties of any officers or servants of RICA and as to the conduct of business by the Board of Trustees or any committee and as to any of the matters or things within the powers or under the control of the Board of Trustees provided that the same shall not be inconsistent with the Memorandum of Association or these Articles.

#### Minutes

51. The Trustees shall cause minutes to be made in books kept for the purpose:-

- (a) of all appointments of officers made by the Trustees; and
- (b) of all proceedings at meetings of RICA and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed by the chairman of the meeting at which the proceedings were had, or by the chairman of the next succeeding meeting, shall, if challenged by any member or

Trustee of RICA, be sufficient evidence of the proceedings.

The seal

58. The seal shall only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee.

Accounts

59. RICA may in general meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of RICA may be inspected by the members but subject thereto the statutory books and accounting records shall be open to inspection by the members during usual business hours.

Notices

60. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing.
61. RICA may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his or her registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to RICA an address within the United Kingdom at which notices may be given to him or her shall be entitled to have notices given to him or her at that address, but otherwise no such member shall be entitled to receive any notice from RICA.
62. A member present, either in person or by proxy, at any meeting of RICA, shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
63. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be

deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

#### Indemnity

64. Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer or auditor of RICA shall be indemnified out of the assets of RICA against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of RICA, and against all costs, charges, losses, expenses or liabilities incurred by him or her in, or in relation to, the execution and discharge of his or her duties.

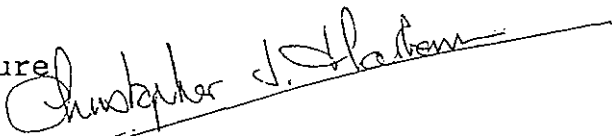
#### Winding-up

65. The provisions of clauses 7 and 8 of the Memorandum of Association relating to the winding-up or dissolution of the company shall have effect and be observed as if the same were repeated in these Articles.

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NAMES, ADDRESSES AND SIGNATURES OF SUBSCRIBERS

---

1. Signature   
Name CHRISTOPHER JOHN HARBORNE  
Address 1 THIRLMERE AVENUE  
GRIMSBY DN33 3EA

Date 18-11-91

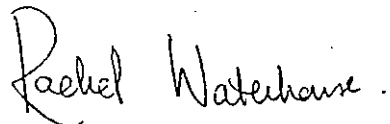
WITNESS to the above signature

Signature 

Name A J READING

Address 53 PARK RISE HARPENDEN

Occupation ACR COMPANY SECRETARY

2. Signature   
Name DAME RACHEL ELIZABETH WATERHOUSE  
Address 252 BRISTOL ROAD  
BIRMINGHAM B5 7SL

Date 18-11-91

WITNESS to the above signature

Signature 

Name MARY DOROTHY GOODMAN

Address 38 CHANCELLORS CLOSE  
EDGBASTON  
BIRMINGHAM B15 3UT

Occupation Retired



---

NAMES, ADDRESSES AND SIGNATURES OF SUBSCRIBERS

---

3. Signature



Name PHILLIP WHITEHEAD

Address 64 PATSHULL ROAD  
LONDON NWS 2LD

Date 18-11-91

WITNESS to the above signature


Signature A. J. Reading

Name A J READING

Address 53 PARK RISE HARTPOLE.

Occupation COMPANY SECRETARY

4. Signature



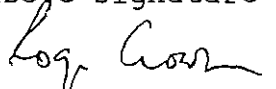
Name CHRISTOPHER BENNETT ZEALLEY

Address SNEYDHURST, BROADHEMPSTON,  
TOTNES,  
DEVON TQ9 6AX

Date 18-11-91

WITNESS to the above signature

Signature



Name

48 Russett Green Close

Address

Parley, Surrey CR8 2NR.


Occupation

Consultant

---

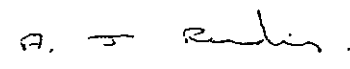
NAMES, ADDRESSES AND SIGNATURES OF SUBSCRIBERS

---

3.      Signature  Guarantee  
Name      PHILLIP WHITEHEAD      £1  
Address    64 PATSHULL ROAD  
             LONDON    NWS 2LD

Date      18-11-91


WITNESS to the above signature

Signature 

Name      A J READING

Address    57 PARK RISE WALSINGHAM

Occupation    ACR COMPANY SECRETARY

4.      Signature   
Name      CHRISTOPHER BENNETT ZEALLEY £1  
Address    SNEYDHURST, BROADHEMPSTON,  
             TOTNES  
             DEVON    TQ9 6AX

Date      18-11-91

WITNESS to the above signature

Signature 

Name      45 Russell Green Close

Address    Purley Surrey CR8 2NR

Occupation    Carpenter.