

Articles of Association
of
Ocean Conservation Trust Limited

Registered number 02674910
Incorporated on 31 December 1991

Adopted on 4 May 2022



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COMPANY NOT HAVING A SHARE CAPITAL

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

OCEAN CONSERVATION TRUST LIMITED

(Adopted on 4 May 2022)

1 Defined terms and Interpretation

1.1 In these Articles, unless the context requires otherwise the terms below have the following meanings:

1.2

AGM	an annual general meeting of the Company
Articles	the Company's articles of association for the time being in force.
bankruptcy	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy.
CA 2006	the Companies Act 2006.
Chairman	The chairman of the Trustees
Charities Acts	the Charities Acts 1992 to 2006.
clear days	(in relation to the period of a notice) 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.
Companies Acts	the Companies Acts (as defined in section 2 of CA 2006), in so far as they apply to the Company.
Connected Person	in relation to a Trustee, means a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material

benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1 per cent. of the voting rights

document	includes, unless otherwise specified, any document sent or supplied in electronic form.
electronic means	Refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or videoconference
hard copy form	has the meaning given to that term in section 1168 of CA 2006.
instrument	a document in hard copy form.
member	has the meaning given to that term in section 112 of CA 2006.
ordinary resolution	has the meaning given to that term in section 282 of CA 2006.
Secretary	a company secretary
special resolution	has the meaning given to that term in section 283 of CA 2006.
Trustee	a director of the Company and 'Trustees' or 'Board' means the directors
United Kingdom	Great Britain and Northern Ireland.
writing	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.3 Save as otherwise specifically provided in these Articles, words and expressions bear the same meaning as in the CA 2006 in force on the date when these Articles become binding on the Company.
- 1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.5 A reference in these Articles to an "Article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - 1.6.1 any subordinate legislation from time to time made under it; and
 - 1.6.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.7 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 No regulations or articles contained in any statute or subordinate legislation, including but not limited to, the articles contained in Schedules 1 to 3 of The Companies (Model

Articles) Regulations 2008 (SI 2008/3229) shall apply as the regulations of the Company or the Articles.

2 Name

- 2.1 The name of the Company is Ocean Conservation Trust Limited.

3 Registered office

- 3.1 The registered office of the Company will be situated in England.

4 Objects

- 4.1 The objects for which the Company is established are:

To promote and contribute to the conservation, protection and improvement of the Ocean and of all forms of aquatic life and to the conservation and regeneration of aquatic habitats, species and ecosystems that sustain life, all for the benefit of the public. To advance the education of the public in the conservation, protection and improvement of the Ocean and of all forms of aquatic life and in the conservation and regeneration of aquatic habitats, species, and ecosystems that sustain life by the provision of an aquarium and or other programmes of education and research and to disseminate the useful results of such research all for the benefit of the public.

- 4.2 In furtherance of the said objects, but not further or otherwise, the Company shall have power:

- 4.2.1 to present and promote, organise, provide and manage displays of well maintained collections of marine and aquatic organisms;
- 4.2.2 through display and other programmes to educate the public about the aquatic environment and man's interaction with it. To make provisions for schools and other educational institutes to benefit from the experience and resources contained within the Company and by its extended operations;
- 4.2.3 to provide interactive displays as part of the education process and which will contribute to workshops, field trips, conservation activities, courses, lectures, special events, "outreach" and volunteer programmes;
- 4.2.4 to establish the Company as a centre for marine conservation with programmes of species and habitat monitoring, and environmental protection and restoration. Thus encouraging marine conservation in the most appropriate way;
- 4.2.5 to encourage and provide for innovative research into marine organisms, and to publish the useful results of such research for the public benefit;
- 4.2.6 to cause to be written, and printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents or films or recorded tapes;
- 4.2.7 to hold exhibitions, meetings, lectures, classes, seminars and courses either alone or with others;
- 4.2.8 to foster and undertake research into any aspect of the objects of the Company and its work and to disseminate the useful results of any such research;
- 4.2.9 to co-operate and enter into arrangements with any authorities, national, local or otherwise;
- 4.2.10 to accept subscriptions, donations, devises and requests of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal estate maintain and alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as maybe required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate;
- 4.2.11 to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
- 4.2.12 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;

- 4.2.13 to borrow or raise money for the objects of the Company on such terms and (with such consents as are required by law) on such security as may be thought fit PROVIDED THAT the Company shall not undertake any permanent trading activities in raising funds for the objects of the Company;
- 4.2.14 to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company;
- 4.2.15 to invest moneys of the Company not immediately required for its objects 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;
- 4.2.16 to make any charitable donation either in cash or assets for the furtherance of the objects of the Company;
- 4.2.17 to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;
- 4.2.18 to employ or pay any person or persons to supervise, organise, carry on the work of and advise the Company;
- 4.2.19 to insure and arrange insurance cover for and to indemnify its officers, servants and voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties as may be thought fit;
- 4.2.20 to amalgamate with any Companies, institutions, Societies or Associations which are charitable at law and have objects altogether or mainly similar to those of the Company and prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by these Articles of Association;
- 4.2.21 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;
- 4.2.22 to establish where necessary local branches (whether autonomous or not);
- 4.2.23 to do all such other lawful things as shall further the above objects or any of them.

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 objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers;
- (iii) 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 Board of the Company 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 would such Board 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 of the High Court or the Charity Commissioners over such Board 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.

5 Application of income and property

- 5.1 The income and property of the Company shall be applied solely toward the promotion of its objects as set forth in the Articles of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no Trustee 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 not being a Trustee for any services rendered to the Company;
- b. of interest on money lent by any member of the Company or Trustee at a rate per annum not exceeding 2 per cent. less than the minimum lending rate prescribed for the time being by a clearing bank selected by the Board 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 Trustee;
- d. of fees, remuneration or other benefit in money or money's worth to a company of which a Trustee may be a member holding not more than 1/100th part of the capital of that company;
- e. to any Trustee of out-of-pocket expenses;
- f. of the cost of any premium in respect of insurance or indemnities to cover the liability of the Trustees (or any of them) 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: Provided that any such insurance or indemnity shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether it was or was not a breach of trust or a breach of duty and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as directors of the Company;
- g. of reasonable remuneration to any Trustee who possesses the necessary technical and/or financial skills or knowledge required by the Company for work of that nature done by him or her or his or her firm when instructed by the Company to act on its behalf: Provided that:

(i) at no time shall a majority of the Trustees from time to time benefit under this provision; and

(ii) a Trustee shall withdraw from any meeting when his or her instruction or remuneration, or that of his or her firm, is being discussed.

- 5.2 A Trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Company where that is permitted in accordance with, and subject to the conditions in, sections 73A to 73C of the Charities Act 1993.
- 5.3 If upon the wind-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 to an extent at least as great as is imposed on the Company under or by virtue of clause 5.1 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable object.

6 Members

- 6.1 The liability of the members is limited.
- 6.2 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 or she is a member, or within one year after he or she ceases to be a member, for payment of the debts and liabilities of the Company contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding one pound.
- 6.3 The subscribers to the Memorandum of Association and such other persons as the Trustees admit to membership in accordance with these Articles shall be members of the Company. The number of members shall be unlimited.
- 6.4 The Company must maintain a register of members.
- 6.5 Membership is open only to the Trustees and is terminated if the member concerned ceases to be a Trustee.
- 6.6 The form and procedure for applying for membership is to be prescribed by the Trustees.
- 6.7 Membership shall not be transferable and a member shall cease to be a member:
 - 6.7.1 on having given at least 7 days notice in writing to the Secretary provided that after such retirement the number of members of the Company shall not be less than 2;
 - 6.7.2 if the member dies;
 - 6.7.3 any sum due from the member to the Company is not paid in full within 6 months of it falling due;
 - 6.7.4 if the member ceases to be a Trustee.

7 General Meetings

- 7.1 The Company may (but need not) hold an AGM in any year.
- 7.2 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from at least 5 per cent. of the members
- 7.3 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Company at least 48 hours before the commencement of the meeting).
- 7.4 General meetings are called on at least 14 clear days' written notice specifying the time, date and place for the meeting and indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution. The notice must be given to all the members and to the Trustees and the auditors.
- 7.5 A general meeting may be called on shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 per cent. of the total voting rights.
- 7.6 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

8 Proceedings at general meetings

- 8.1 There is a quorum at a general meeting if the number of members present in person or by proxy is at least two.
- 8.2 Every member present in person or by proxy has one vote on each issue. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 8.3 Except where otherwise provided by the Articles or CA 2006, every issue is decided by ordinary resolution.
- 8.4 Except where otherwise provided by the Articles or CA 2006, a written resolution (whether an ordinary or special resolution) is as valid as an equivalent resolution

passed at a general meeting. For this purpose the written resolution may be set out in more than one document.

8.5 A technical defect in the appointment of a member of which the members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution.

8.6 If the Trustees have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

8.7 If the Trustees have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

8.7.1 the Trustees present; or

8.7.2 (if no Trustees are present), the meeting,

must appoint a Trustee or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

9 The Trustees

9.1 The number of Trustees shall not be subject to any maximum but shall not be less than three.

9.2 The Trustees shall be paid all reasonable expenses properly incurred by them in attending and returning from Board meetings or general meetings of the Company or in connection with the business of the Company.

9.3 The Trustees must not be paid any remuneration unless it is authorised by Article 5.

9.4 A Trustee's term of office as such automatically terminates if:

9.4.1 he/she is disqualified under the Charities Acts from acting as a charity trustee;

9.4.2 he/she ceases to be a director by virtue of any provision of CA 2006 or is prohibited from being a director by law;

9.4.3 he/she has a bankruptcy order made against him/her or he/she makes a composition with his/her creditors generally in satisfaction of his/her personal debts;

9.4.4 he/she is absent without the permission of the Trustees from 3 or more consecutive meetings of the Trustees and the Trustees resolve that his or her office be vacated;

9.4.5 he/she is incapable, whether mentally or physically, of managing his/her own affairs; or

9.4.6 he/she resigns by written notice to the Trustees (but only if at least two Trustees will remain in office).

9.5 Any person who is willing to act as a Trustee, is permitted by law to do so, and has signed a written declaration of willingness and legal capacity to act as a Trustee of the Company and as a charity trustee, may be appointed to be a Trustee:

9.5.1 by ordinary resolution; or

9.5.2 by a decision of the Trustees.

9.6 A Trustee may serve for a maximum term of three years and shall be eligible for re-election for a further two terms, but shall only be eligible for re-election for a fourth or subsequent three year term if approved by a special resolution of the members.

9.7 The Trustees in office at the date these Articles are adopted, the number of complete terms served by each Trustee as at the date these Articles are adopted, and the date by which each should stand for re-election are as set out in the table below:

Name	Number of complete terms	Re-election date
Mark Lomas	2	28 April 2023

Ken Lewins	2	3 December 2024
Martin Attrill	2	23 February 2025
Ian McFadzen	1	21 March 2025
Jerry Roberts	0	22 August 2022
Matej Pfajfar	0	10 February 2024

9.8 A Trustee may not appoint an alternate trustee or anyone else to act on his or her behalf at meetings of the Trustees.

9.9 A technical defect in the appointment of a Trustee of which the Trustees were unaware at the time does not invalidate decisions taken at a meeting.

10 Trustees' proceedings

10.1 Any Trustee may call a Trustees' meeting by giving not less than 3 business days' notice of the meeting (or such lesser notice as the Trustees may agree) to the Trustees or by authorising the Secretary (if any) to give such notice. Notice of a Trustees' meeting must be given to each director but need not be in writing.

10.2 Notice of any Trustees' meeting must indicate:

10.2.1 its proposed date and time;

10.2.2 where it is to take place; and

10.2.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

10.3 Notice of a Trustees' meeting need not be given to Trustees who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company prior to or up to and including not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

10.4 The quorum for the transaction of business at a meeting of Trustees may be fixed from time to time by a decision of the Trustees but it must never be less than two Trustees, and unless otherwise fixed it is two.

10.5 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants, but at least one meeting in each year must be held in person.

10.6 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present shall chair the meeting.

10.7 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees entitled to receive notice of a Board meeting (other than any conflicted trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.

10.8 Every Trustee has one vote on each issue but, in the case of equality of votes, the chairman of the meeting has a second or casting vote.

10.9 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

11 Conflicts of interest

11.1 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared. A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act

solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

- 11.2 If a conflict of interest arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted trustees may authorise such a conflict of interests where the following conditions apply:

11.2.1 the conflicted trustee is absent from the part of the meeting at which there is discussion of any transaction or arrangement affecting that other organisation or person;

11.2.2 the conflicted trustee does not vote on any such matter and is not to be counted when considering whether a quorum of trustees is present at the meeting; and

11.2.3 the unconflicted trustees consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying.

- 11.3 In this Article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or connected person.

12 Trustees' written resolutions

- 12.1 Any Trustee may propose a Trustees' written resolution by giving notice in writing of the proposed resolution to each of the other Trustees.

- 12.2 If the Company has appointed a Secretary, the Secretary must propose a Trustees' written resolution if a Trustee so requests by giving notice in writing to each of the other Trustees.

- 12.3 Notice of a proposed Trustees' written resolution must indicate:

12.3.1 the proposed resolution; and

12.3.2 the time by which it is proposed that the Trustees should adopt it.

- 12.4 A proposed Trustees' written resolution is adopted when a majority of the non-conflicted Trustees have signed one or more copies of it, provided that those Trustees would have formed a quorum at a Trustees' meeting were the resolution to have been proposed at such meeting.

13 Trustees' powers

- 13.1 The Trustees have the following powers in the administration of the Company, in their capacity as Trustees:

13.1.1 to appoint a chairman;

13.1.2 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees;

13.1.3 to appoint and remove any person (whether or not a Trustee) to act as Secretary in accordance with the Companies Acts, but for the avoidance of doubt the Company need not appoint any person as Secretary;

13.1.4 to make standing orders consistent with the Articles of Association and the CA 2006 to govern proceedings at general meetings;

13.1.5 to make rules consistent with the Articles and CA 2006 to govern their proceedings and proceedings of committees;

13.1.6 to make regulations consistent with the Articles and CA 2006 to govern the administration of the Company;

13.1.7 to 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 obligations of the Company or any third party;

13.1.8 to exercise in their capacity as Trustees any powers of the Company which are not reserved to the members;

13.1.9 to change the name of the Company.

13.2 The Trustees shall have the power to effect trustee indemnity insurance notwithstanding their interest in such a policy.

13.3 In order for a document to be validly executed by the Company for the purposes of section 44 CA2006, the document must be signed by two Trustees.

14 Means of communication to be used

14.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the CA 2006 provides for documents or information which are authorised or required by any provision of CA 2006 to be sent or supplied by or to the Company.

14.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

14.2.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

14.2.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

14.2.3 if properly addressed and sent or supplied by electronic means forty-eight hours after the document or information was sent or supplied; and

14.2.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article 14 no account shall be taken of any part of a day that is not a working day.

14.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purposes of the CA 2006.

14.4 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

14.5 A Trustee may agree with the Company that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than forty-eight hours.

14.6 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

15 Records and accounts

15.1 The Trustees must comply with the requirements of CA 2006 and of the Charities Acts as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of information required by law including:

- (i) annual returns;
- (ii) annual reports; and
- (iii) annual statements of account.

15.2 The Trustees must also keep records of:

- (i) all proceedings at meetings of the Trustees;
- (ii) all resolutions in writing;

- (iii) all reports of committees; and
- (iv) all professional advice obtained.

15.3 Accounting records relating to the Company must be made available for inspection by any Trustees at any time during normal office hours.

15.4 A copy of the Company's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Company's reasonable costs.

16 Indemnity

16.1 The Company may indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by sections 232 to 234 of the CA 2006.