

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

TRUSTS IN PARTNERSHIP

(As altered by Special Resolution passed on the 13th day of October, 1992)

1. The name of the Company (hereinafter called "the Company") is Trusts in Partnership.
2. The registered office of the Company will be situate in England.

Objects

3. The objects for which the Company is established are to advance the education of the public in the theory and practice of charity organisation and in particular the establishment administration and management of endowed grant-making charities.

Powers

4. In furtherance of the objects but not further or otherwise the Company shall have the following powers:-
 - (a) to collect, analysis, evaluate and make available such information, research and other data;
 - (b) To publish books, pamphlets, reports, leaflets, journals, videos, films, tapes and instructional matter and to organise lectures, broadcasts and courses of instructions;
 - (c) To purchase or otherwise acquire or found and to carry on schools and training centres;

- (d) To provide or procure the provision of counselling and guidance in furtherance of the said objects or any of them;
- (e) 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 the Company;
- (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 the Company 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 the Company on such terms and on such security as may be thought fit including making reasonable charges for any services provided hereunder (whether to beneficiaries or not);
- (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 the Company 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 the Company or the trade is temporary and ancillary to the carrying out of the objects aforesaid and if desired to incorporate any wholly owned company to carry on any such trade;
- (j) To engage or employ such persons (whether as employees consultants advisers or however) as may be requisite to the promotion of the objects of the Company and on such reasonable terms and at such reasonable remuneration as the Council 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 widows and other 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 the Company or calculated to further its objects;

- (m) To undertake and execute any charitable trusts which may lawfully be undertaken by the Company and may be necessary to its objects;
- (n) To invest the moneys of the Company 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 or convenient for the work of the Company;
- (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 the Company;
- (q) To establish promote or assist charitable companies with objects similar to those of the Company for the acquisition of the property or liabilities of the Company or to carry on any authorised activity of the Company or for any other charitable purpose calculated to benefit the Company 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 Company 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 the Company may co-operate or federate;
- (t) To pay out of the funds of the Company the costs of forming and registering the Company;

- (u) To pay out of the funds of the Company the cost of any premium in respect of insurance or indemnities to cover the liability of the Member of Council (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 duty or breach of trust 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 criminal or wilful or deliberate neglect or default on the part of the Member of Council (or any of them);
- (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 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 the manner allowed by law, having regard to such trusts.
- (ii) The Company objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- (iii) If 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 any authority, approval or consent as may be required by law, and as regards any such property the Member of Council 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 such Member of Council would have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division, or the Charity Commissioners over such Member of Council but as regards any such property they shall be subject jointly and separately to such control or authority as if the Member of Council were not incorporated.

5. The income and property of the Company 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 the Company (and no member of its Council 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 Members of Council) for any services rendered to the Company;
- (b) of interest on money lent by any member of the Company (or of Council) at a reasonable and proper rate;
- (c) of any reasonable and proper rent for premises demised or let by any member of the Company (or of its Council);
- (d) of fees, remuneration or other benefits in money or money's worth to a company of which a Member of Council may be a member holding not more than 1/100th part of the capital of the company and
- (e) to any Member of Council of reasonable and proper out-of-pocket expenses;
- (f) of reasonable and proper premiums in respect of Trustees Indemnity Insurance, effected in accordance with Clause 4(u) hereof.

6. The liability of the members is limited. /

7. Every Member of the Company undertakes to contribute to the assets of the Company if it is wound up during the time that he is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which he ceases to be a member and of the costs, charges and expenses of winding-up the same, and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding £1. /

8. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company 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 Members of Council shall resolve upon. ✓

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

TRUSTS IN PARTNERSHIP

(Adopted by Special Resolution passed on the 13th day of October, 1992)
Interpretation

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

"the Company" means Trusts in Partnership.

"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 the Company.

"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.

"the Council" and "Members of Council" shall mean, and be the equivalent of, the Board and the Directors.

"executed" includes any mode of execution.

"office" means the registered office of the Company.

"the seal" means the common seal of the Company.

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

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

Unless the context otherwise requires, 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 the Company.

2. Members

The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with the Articles shall be members of the Company. Subject to Article 4 every person who wishes to become a member shall deliver to the Company an application for membership in such form as the Council require executed by him.

3. The Council may in its absolute discretion decline to accept any person as a member and need not give reasons for so doing. The Council may from time to time prescribe criteria for membership but shall not by so doing become obliged to accept persons fulfilling those criteria as members.

4. Membership shall not be transferrable and shall cease on death. A member shall cease to be a member:-

- (a) on the expiry of at least twenty eight clear days' notice given by him to the Company of his intention to withdraw;
- (b) if he becomes bankrupt or makes any arrangement or composition with his creditors generally or it goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency or has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets or a petition is presented or an order made or a resolution passed for its winding up; or
- (c) if, at a meeting of the Council at which not less than half of the Members of Council are present, a resolution is passed resolving that the member be expelled. Such a resolution shall not be passed unless the member has been given not less than fourteen clear days' notice of the fact that the resolution is to be proposed, specifying the misconduct or circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Council.

5. Patron

- (a) The Members of Council may appoint and remove any person as a patron of the Company and on such terms as they shall think fit.

- (b) A patron shall have the right to attend and speak (but not vote) at any general meeting of the Company and to be given notice thereof as if a member and shall also have the right to receive accounts of the Company when available to members.

6. General meetings

All general meetings other than annual general meetings shall be called extraordinary general meetings.

- 7. The Members of Council 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 Members of Council to call a general meeting, any Member of Council or any member of the Company may call a general meeting.

8. Notice of general meetings

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 Member of Council 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 any patron and to the Members of Council and auditors.

9. Proceedings at general meetings

No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorized representative of a corporation, or ten percent of the total membership, whichever is the greater, shall be a quorum.

10. 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 Members of Council 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.
11. The chairman, if any, of the Council or in his absence some other Member of Council nominated by the Members of Council shall preside as chairman of the meeting, but if neither the chairman nor such other Member of Council (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Members of Council present shall elect one of their number to be chairman and, if there is only one Member of Council present and willing to act, he shall be chairman.
12. If no Member of Council is willing to act as chairman, or if no Member of Council is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
13. A Member of Council shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
14. 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.

15. 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; or
- (c) by a member or members representing not less than one-tenth of the total voting rights of all the 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.

16. 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.

17. 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.

18. A poll shall be taken as the chairman directs and he 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.

19. 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 he may have.

20. 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.

21. 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.

22. 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.

23. 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 he 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.

24. Votes of members

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.

25. No member may vote on any matter in which he is personally interested, pecuniarily or otherwise, or debate on such a matter without in either case the permission of the majority of the members present in person or by proxy at the meeting such permission to be given or withheld without discussion.

26. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Members of Council of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with

the Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

27. 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.

28. 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 Members of Council may approve):-

"Trusts in Partnership

I/We,

of

being a member/members of the above named Company,

hereby appoint

of

or failing him,

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 ."

29. Where it is desired to afford members an opportunity of instructing the proxy how he 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 Members of Council may approve):-

"Trusts in Partnership

I/We,

of

being a member/members of the above named Company,

hereby appoint

of

or failing him,

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 thinks fit or abstain from voting.

Signed on 19 ."

30. 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 Members of Council 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 the Company 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 Member of Council;

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

31. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation 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 the Company 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.

32. Number of Members of Council

Unless otherwise determined by ordinary resolution the maximum number shall be 8 and the minimum shall be 3.

33. Powers of Council

Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by Council which may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Council 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 Council by these Articles and a meeting of Council at which a quorum is present may exercise all powers exercisable by the Council.

34. The Members of Council may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

35. Delegation of Powers of Council

- (a) The Members of Council 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 Members of Council 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 Members of Council and any resolution passed or decision taken by any such committee shall be reported forthwith to the Members of Council and for that purpose every committee shall appoint a secretary.

- (e) All delegations under this article shall be revocable at any time.
 - (f) The Members of Council 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 Members of Council may delegate all 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 Member of Council provided always that no committee shall incur expenditure on behalf of the Company except in accordance with a budget which has been approved by the Members of Council.
36. The meetings and proceedings of any committee shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Council so far as the same are applicable and are not superseded by any regulations made by the Council.
37. Subject to any regulations or conditions the Council may impose, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Members of Council so far as they are capable of applying.
38. Appointment and Retirement of Members of Council
At the first annual general meeting all the Member of Councils shall retire from office, and at every subsequent annual general meeting one-third of the Members of Council who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office: but, if there is only one Member of Council who is subject to retirement by rotation, he shall retire.
39. Subject to the provisions of the Act, the Members of Council to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed Members of Council on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
40. If the Company, at the meeting at which a Member of Council retires by rotation, does not fill the

vacancy the retiring Member of Council shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Member of Council is put to the meeting and lost.

41. No person other than a Member of Council retiring by rotation shall be appointed or reappointed a Member of Council at any general meeting unless:-
- (a) he is recommended by the Members of Council; or
 - (b) 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 the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of Members of Council together with notice executed by that person of his willingness to be appointed or reappointed.
42. 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 Member of Council retiring by rotation at the meeting) who is recommended by the Members of Council for appointment or reappointment as a Member of Council at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or reappointment as a Member of Council. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Company's register of Members of Council.
43. Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a Member of Council either to fill a vacancy or as an additional Member of Council and may also determine the rotation in which any additional Members of Council are to retire.
44. The Members of Council may appoint a person who is willing to act to be a Member of Council, either to fill a vacancy or as an additional Member of Council, provided that the appointment does not cause the

number of Members of Council to exceed any number fixed by or in accordance with the Articles as the maximum number of Members of Council. A Member of Council so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Members of Council who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.

45. Subject as aforesaid, a Member of Council who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

46. Disqualification and removal of Members of Council

The office of a Member of Council shall be vacated if:-

- (a) he ceases to be a Member of Council by virtue of any provision of the Act or he becomes prohibited by law from being a Member of Council; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) he is, or may be, suffering from mental disorder and either:-
 - (i) he 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 detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or

(d) he resigns his office by notice to the Company.

47. Members of Council' expenses

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

48. Proceedings of Council

Subject to the provisions of the Articles, the Members of Council may regulate their proceedings as they think fit. Two Members of Council may, and the Secretary at the request of two Members of Council shall, call a meeting of Council. Notice of every meeting of the Council stating the general particulars of all business to be considered at such meeting shall be sent by post to each Member of Council 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 Member of Council 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.

49. The quorum for the transaction of the business of the Council may be fixed by the Members of Council and unless so fixed at any other number shall be two.

50. The continuing Members of Council or a sole continuing Member of Council may act notwithstanding any vacancies in their number but if and so long as the number of Members of Council is less than the number fixed as a quorum the Members of Council may act for the purpose of increasing the number of Members of Council to that number or of summoning a general meeting of the Company but for no other purpose.
51. The Members of Council may appoint one of their number to be the chairman of the Council and may at any time remove him from that office. Unless he is unwilling to do so, the Member of Council so appointed shall preside at every meeting of Council at which he is present. But if there is no Member of Council holding that office, or if the Member of Council holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Members of Council present may appoint one of their number to be chairman of the meeting.
52. All acts done by a meeting of Council, or of a committee of Council, or by a person acting as a Member of Council shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Member of Council 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 Member of Council and had been entitled to vote.
53. A resolution in writing signed by all the Members of Council entitled to receive notice of a meeting of Council or of a committee of Council shall be as valid and effectual as if it had been passed at a meeting of Council or (as the case may be) a committee of Council duly convened and held and may consist of several documents in the like form each signed by one or more Members of Council.
54. The Members of Council shall have power to resolve pursuant to Clause 4(u) of the Memorandum of Association to effect Trustees' Indemnity Insurance notwithstanding their interest in such policy.
55. Secretary
- Subject to the provisions of the Act, the Secretary shall be appointed by the Members of Council 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.

56. Regulations

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

57. Minutes

The Members of Council shall cause minutes to be made in books kept for the purpose:-

- (a) of all appointments of officers made by the Members of Council; and
- (b) of all proceedings at meetings of the Company and of Council, and of committees of Council, including the names of the Members of Council 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, as against any member or Member of Council or the Company, be sufficient evidence of the proceedings.

58. The seal

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

59. Accounts

The Company 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 the Company 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.

60. Notices

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 Council need not be in writing.

61. The Company 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 registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.

62. A member present, either in person or by proxy, at any meeting of the Company 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.

64. Indemnity

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

65. Winding-up

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.