

TEWKESBURY ABBEY LIMITED

THE COMPANIES ACT 1985

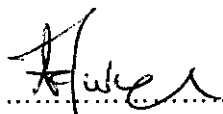
Registered number: 2755583

COPY of the Special Resolution specified below as passed by the Members of the Company named above at their extraordinary General Meeting duly convened and held at Fitzhamon Room, Tewkesbury Abbey at 5.00pm on Friday 16<sup>th</sup> February 2007

### SPECIAL RESOLUTIONS

1 THAT effective on 3<sup>rd</sup> May 2007 the Memorandum of Association be altered in respect of clauses 7 and 11 (as to the membership of the Company) by adopting in substitution of the present Memorandum of Association the version of the Memorandum of Association submitted to this Meeting and approved without amendment.

2 THAT effective on 3<sup>rd</sup> May 2007 the present Articles of Association be abrogated and thereupon replaced by adopting the new Articles submitted to this Meeting and approved without amendments.

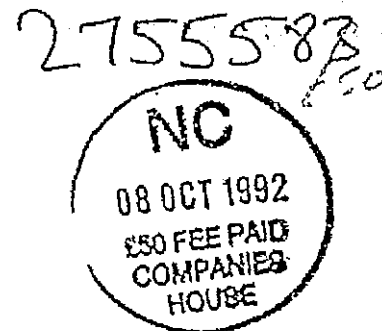
  
.....

Company Secretary

Dated 19<sup>th</sup> FEBRUARY 2007



This is a true copy of the Memorandum and Articles as  
altered by Special Resolution passed on...16TH FEBRUARY 2007



THE COMPANIES ACT 1985  
AND  
THE COMPANIES ACT 1989

A COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION  
OF  
TEWKESBURY ABBEY LIMITED

1. The name of the Company is "TEWKESBURY ABBEY LIMITED".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-

3.1 to carry on the business or businesses of general merchants, both wholesale and retail in all articles of commercial, industrial, scientific, manufacturing, personal and household use and consumption, ornament, recreation and amusement, proprietors of shops, workshops, film, video and record producers and publishers, printers, stationers, theatrical agents, booking agents, photographers, and to supply travel services and to act as travel agents, and suppliers of transport services and facilities of all kinds and to supply goods and services of all kinds by mail order;

3.2 to carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause 3.1 hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company;

3.3 to borrow and raise money in such manner as the Company shall think fit and to guarantee the payment or repayment of monies borrowed or owed by others and to secure any obligation incurred in connection with any written borrowing guarantee or and in any of the assets of the Company;

3.4 to sell let mortgage dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its objects;

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TEMPLE AVENUE,  
LONDON EC4Y 0HP

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3.5 to invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as the Company may think fit;

3.6 to do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this Clause shall be regarded as specifying separate and independent objects and accordingly shall not be in anywise limited by reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company.

4. The liability of the members is limited.

5. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the Company being wound up while he is a member, or within one year after he ceases to be a member and to the costs, charges and expenses of winding up and to the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding One pound.

6. 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 be paid to the Vicar, Churchwardens and Parochial Church Council of the Abbey Church of St. Mary the Virgin at Tewkesbury.

7. No person shall be a Member of the Company other than:

7.1 The Vicar for the time being of the Parish.

7.2 The Churchwardens for the time being of the Parish.

7.3 Four elected members of the Parochial Church Council of the Parish who are nominated by that Council to serve for one year.

8. The Vicar and Churchwardens of the Parish shall remain members of the Company for so long as they hold the office which entitles them to membership of the Company. Upon any one of them resigning or ceasing to hold that office that person shall be deemed to have terminated his membership of the Company.

9. The said Parochial Church Council shall determine, subject to the Articles of Association of the Company, the terms upon which the members of the Company which it nominates shall remain members subject to such rules as the Company shall, from time to time, make in general meeting.

10. Other members of the Company shall remain members subject to such rules as the Company shall, from time to time, make in general meeting.

11. The total number of Members at any one time shall not exceed a total of seven. Membership shall begin when the particular Member signs the Register of Members. Membership shall end when the particular Member ceases to hold the office or nomination required by Article 7 and by effluxion of time as and when nominations (for one year) expire.

amended by  
special  
resolution

dated...16-02-01

signed...*[Signature]*  
Secretary

amended by  
special  
resolution

dated...16-02-01

signed...*[Signature]*  
Secretary

WE, the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

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NAMES AND ADDRESSES OF SUBSCRIBERS

---

*Michael Davis*

MICHAEL EDWARD TAVINOR

ABBET HOUSE  
CHURCH STREET.  
TEWKESBURY  
GLOUCESTERSHIRE GL20 5SR.

*John Parker*

JOHN PARKER  
52, ROSEFIELD CRESCENT  
TEWKESBURY  
GLOUCESTERSHIRE GL20 8ET.

*G.P. Long*

GORDON <sup>PHILIP</sup> LONG  
1 GRAYSTON CLOSE  
TEWKESBURY  
GLOUCESTERSHIRE GL20 8AT.


Dated the 10th September 1992

Witness to the above Signatures:-

*Trevor E. Dryden*

TREVOR E. DRYDEN.  
3 ST GILES ROAD,  
BLEDON  
TEWKESBURY,  
GLOUCESTERSHIRE GL20 7EP

These Articles of Association replace entirely the previous Articles of Association of Tewkesbury Abbey Limited (Company Number 2755583) and were adopted in their entirety in substitution for the previous Articles of Association by a Special Resolution unanimously passed by the Members of the Company on ~~January~~ 16th FEBRUARY 2007.

Signed... 

Company Secretary

## THE COMPANIES ACTS 1985 AND 1989 COMPANY LIMITED BY GUARANTEE

### Articles of Association of

### TEWKESBURY ABBEY LIMITED

Interpretation.

#### 1 In these Articles:

COMPANIES HOUSE

"the Act" means the Companies Act 1985;

"address" means a postal address or, for the purposes of electronic communication, a fax number, an e-mail address or a text message number in each case registered with the Company;

"the Company" means the company intended to be regulated by these articles;

"clear days" in relation to the period of a notice means a 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 Memorandum" means the Memorandum of Association of the Company;

"Officers" includes the Directors and the secretary;

"the Seal" means the Common Seal of the Company if it has one;

"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 Directors" means the Directors of the Company;

"the United Kingdom" means Great Britain and Northern Ireland; and words importing one gender shall include all genders, and the singular includes the plural and vice versa.

Unless the context otherwise requires words or expressions contained in these articles have the same meaning as in the Act but excluding any statutory modification not in force when this constitution becomes binding on the Company.

Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

## **2 Members**

2.1 Membership is open to the individuals who meet the requirements laid down in the Memorandum and who sign the Register of Members at the invitation of the Board of Directors.

2.2 The Directors may only decline a request by a person to sign the Register of Members if, acting reasonably and properly they consider that the individual is ineligible for Membership.

2.3 Membership is not transferable to anyone else.

2.4 The Directors must keep a register of names and addresses of the Members.

## **3 Termination of Membership**

3.1 Membership is terminated if:

3.1.1 the Member dies or ceases to hold any office or nomination required by the Memorandum of Association of the Company;

3.1.2 the Member resigns by written notice to the Company (unless, after the resignation, there would be less than two Members);

3.1.3 any sum due from the Member as an individual to the Company is not paid in full within six months of it falling due;

3.1.4 the Member is removed from Membership by a Special Resolution of the Company in General Meeting that it is in the best interests of the Company that his or her Membership is terminated.

#### **4 General Meetings**

- 4.1 An Annual General Meeting must be held in each subsequent year and not more than fifteen months may elapse between successive Annual General Meetings.
- 4.2 All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
- 4.3 The Directors may call an Extraordinary General Meeting at any time.
- 4.4 Any Member (alone or with other Members) may requisition a General Meeting by delivering to the Company Secretary (or if none, to the Board of Directors) a requisition stating the objects of the meeting and the proposed wording of the Resolutions upon which the meeting is intended to vote. The Directors shall call a meeting within 21 days to be held on a date no later than 28 days after the date of the Notice. If the Directors fail to call the General Meeting within the time allowed, the Requisitionists (or any of them) may call the meeting.

#### **5 Notice of General Meetings**

- 5.1 The minimum periods of notice required to hold a General Meeting of the Company are:
  - 5.1.1 twenty-one clear days for an Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution;
  - 5.1.2 fourteen clear days for all other Extraordinary General Meetings.
- 5.2 A General Meeting may be called by shorter notice if it is so agreed:
  - 5.1.1 in the case of an Annual General Meeting, by all the Members entitled to attend and vote; and
  - 5.1.2 in the case of an Extraordinary General Meeting, by a majority in number of Members having a right to attend and vote at the meeting who together hold not less than 75 percent of the total voting rights.

- 5.2 the notice must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an Annual General Meeting, the notice must say so;
- 5.3 the notice must be given to all the Members and to the Directors and Auditors.;
- 5.4 the proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

## **6 Proceedings at General Meetings**

- 6.1 No business shall be transacted at any General Meeting unless a quorum is present.
- 6.2 A quorum is:
  - 6.2.1 three Members entitled to vote upon the business to be conducted at the meeting; or
  - 6.2.2 50% of the total Membership at the time, whichever is the smaller.
- 6.3 If:
  - 6.3.1 a quorum is not present within half an hour from the time appointed for the meeting; or
  - 6.3.2 during a meeting a quorum ceases to be present;
  - 6.3.3 the meeting shall be adjourned to such time and place as the Directors shall determine.
- 6.4 The Directors must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.
- 6.5 If no quorum is present at the reconvened meeting with fifteen minutes of the time specified for the start of the meeting the Members present at that time shall constitute the quorum for that meeting.
- 6.6 General Meetings shall be chaired by the person who has been appointed to chair meetings of the Directors.
- 6.7 If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Director nominated by the Directors shall chair the meeting.



- 6.8 If there is only one Director present and willing to act, he or she shall chair the meeting.
- 6.9 If no Director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the Members present and entitled to vote must choose one of their number to chair the meeting.
- 6.10 The Members present at a meeting may resolve by Ordinary Resolution that the meeting shall be adjourned.
- 6.11 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the Resolution.
- 6.12 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 6.13 If a meeting is adjourned by a Resolution of the Members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.
- 6.14 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of the show of hands a poll is demanded:
- 6.14.1 by the person chairing the meeting; or
- 6.14.2 by at least one Member having the right to vote at the meeting; or
- 6.15 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- 6.16 The result of the vote must be recorded in the Minutes of the Company but the number or proportion of votes cast need not be recorded.
- 6.17 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
- 6.18 If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 6.19 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be Members) and who may fix a time and place for declaring the results of the poll.

- 6.20 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 6.21 A poll demanded on the election of a person to chair a meeting or on a question or adjournment must be taken immediately.
- 6.22 A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
- 6.23 The poll must be taken within thirty days after it has been demanded:
- 6.23.1 if the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken;
- 6.23.2 if a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting;
- 6.23.3 if there is an equality of votes, whether on a show of hands or on a poll, the person who is chairing the meeting shall have a casting vote in addition to any other vote he or she may have.
- 6.24 A Resolution in writing signed by each Member who would have been entitled to vote upon it had it been proposed at a General Meeting shall be effective. It may comprise several copies each signed by or on behalf of one or more Members.

## **7 Votes of Members**

- 7.1 Every individual Member shall have one vote.
- 7.2 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.
- 7.3 Votes may be given either in person or by proxy. A Member may not appoint more than one proxy to attend on the same occasion.
- 7.4 On a poll votes may be given either personally or by proxy.
- 7.5 An Instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and 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 Directors may approve):

"Tewkesbury Abbey Limited

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

200 , and at any adjournment thereof.

Signed on 200 . "

- 7.6 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 Directors may approve):

"Tewkesbury Abbey Limited

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

201 , and at any adjournment thereof.

This form is to be used in respect of the Resolutions mentioned below:

Resolution No. 1 \* for \* against

Resolution No. 2 \* for \* against

[\* *Strike out whichever is not desire*]

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

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

Signed on

200 ."

7.7 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 Directors may:

7.7.1 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

7.7.2 in the case of a poll being taken more than 48 hours before the time appointed for the taking of the poll; or

7.7.3 where the poll is not taken forthwith but is taken 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 Director'; and

7.7.4 an Instrument of Proxy which is not deposited or delivered in a manner so permitted shall be invalid.

7.8 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 the Company at the office or at such other place at which the Instrument or 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.

## **8 Directors**

8.1 A Director must be a natural person aged 18 years or older.

8.2 No-one may be appointed a Director if he or she would be disqualified from acting by any provisions of these Articles of Association or the Memorandum of Association of the Company.

8.3 The number of Directors shall be not less than two and no more than nine (unless otherwise determined by Ordinary Resolution).

- 8.4 A Director may not appoint an alternate Director or anyone to act on his or her behalf at meetings of the Directors.

## **9 Powers of Directors**

- 9.1 The Directors shall manage the business of the Company and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Act, the Memorandum, these Articles or any Resolution of the Members.
- 9.2 No alteration of the Memorandum or these Articles or any Special Resolution shall have retrospective effect to invalidate any prior act of the Directors.
- 9.3 Any meeting of Directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Directors.

## **10 Retirement**

- 10.1 At every Annual General Meeting the Members shall appoint those persons who are to serve the Company as Directors. Those Directors who are reappointed shall not to be treated as having retired and shall be appointed to serve until the next Annual General Meeting. Those Directors who are not appointed or re-appointed at an Annual General Meeting shall retire.
- 10.2 When a Director is required to retire at an annual general meeting by a provision of these Articles the retirement shall take effect upon the conclusion of the meeting.

## **11 The Appointment of Directors**

- 11.1 The Members may by Ordinary Resolution (in Annual General Meeting or Extraordinary General Meeting):
- 11.1.1 appoint a person who is willing to act to be a Director.
- 11.2 No person other than an existing Director seeking to be re-appointed may be appointed a Director at any General Meeting unless:
- 11.2.1 not less than eight days before the date of the meeting, the
- 11.2.1.1 the Board of Directors is given a notice that:
- 11.2.1.1.1 is signed by a Member entitled to vote at the meeting;
- 11.2.1.1.2 states the Member's intention to propose the appointment of a person as a Director;
- 11.2.1.1.3 contains the details that, if the person were to be appointed, the Company would have to file at Companies House; and

11.2.1.1.4 is signed by the person who is to be proposed to show his or her willingness to be appointed.

11.2.1.1.5 all Members who are entitled to receive notice of a general meeting must be given not less than seven days' notice of any resolution to be put to the meeting to appoint a Director other than a serving Director who is seeking re-appointment.

11.2.1.1.6 The appointment of a Director must not cause the number of Directors to exceed any number fixed as the maximum number of Directors.

## **12 Disqualification and removal of Directors**

12.1 A Director shall cease to hold office if he or she:

12.1.1 ceases to be a Director by virtue of any provision in the Act or is prohibited by law from being a Director;

12.1.2 having been simultaneously a Director and a Member of the Company, ceases to be a Member of the Company;

12.1.3 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;

12.1.4 resigns as a Director by notice to the Company (but only if at least two Directors will remain in office when the notice of resignation is to take effect); or

12.1.5 is absent without the permission of the Directors from all their meetings held within a period of three consecutive months and the Directors resolve that his or her office be vacated.

12.1.6 is not re-appointed as a Director at the Annual General Meeting.

## **13 Directors' Remuneration and Benefits**

13.1 No Director may:

13.1.1 buy any goods or services from the Company except small purchases as an ordinary member of the public paying an advertised or published price;

13.1.2 sell goods, services, or any interest in land to the Company;

13.1.3 be employed by, or receive any remuneration from the Company except in accordance with a Contract of Employment, salary or rate of pay approved by

Ordinary Resolution of the Members in General Meeting;

- 13.1.4 receive any other financial reward or benefit from the Company except one that is made at the direction of the Members.
- 13.2 The Directors may only rely upon the exceptions provided in Article 13.1 if each of the following conditions is satisfied:
  - 13.2.1 the remuneration of other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances;
  - 13.2.2 the Director is absent from the part of any meeting (including Board Meeting and General Meetings) at which there is discussions of:
    - 13.2.2.1 his or her employment or remuneration, or any matter concerning the Contract; or
    - 13.2.2.2 his or her performance in the employment, or his or her performance of the Contract; or
    - 13.2.2.3 any proposal to enter into any other Contract or arrangement with him or her to confer any benefit upon him or her that would be permitted.
  - 13.2.3 The Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.
  - 13.2.4 The other Directors are satisfied that it is in the interests of the Company to employ or to contract with that Director rather than with someone who is not a Director.
  - 13.2.5 The reason for their decision is recorded by the Directors in the Minutes of Board Meetings and reported to the Members in General Meeting.
- 13.3 The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is:
  - 13.3.1 A Partner;
  - 13.3.2 An employee;
  - 13.3.3 A Consultant;
  - 13.3.4 A Director;
  - 13.3.5 A Shareholder, unless the Shares of the Company are listed on a recognised Stock Exchange and the Director holds less than 1% of the Issued Capital.

## **14 Proceedings of Directors**

- 14.1 The Directors may regulate their proceedings as they think fit, subject to the provisions of the Articles.
- 14.2 Any Director may call a meeting of the Directors.
- 14.3 The secretary must call a meeting of the Directors if requested to do so by a Director.
- 14.4 Questions arising at a meeting shall be decided by a majority of votes.
- 14.5 In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.
- 14.6 No decision may be made by a meeting of the Directors unless a quorum is present at the time the decision is purported to be made.
- 14.7 The quorum shall be not less than one half of the total number of Directors, or such larger number as may be decided from time to time by all the Directors.
- 14.8 A Director shall not be counted in the quorum present when any decision is made about a matter upon which that Director is not entitled to vote.
- 14.9 If the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a General Meeting.
- 14.10 The Directors shall appoint a Director to chair their meetings and may at any time revoke such appointment.
- 14.11 If no-one has been appointed to chair meetings of the Directors or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Directors present may appoint one of their number to chair that meeting.
- 14.12 The person appointed to chair meetings of the Directors shall have no functions or powers except those conferred by these Articles or delegated to him or her by the Directors.
- 14.13 A Resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a Committee of Directors and to vote upon the Resolution shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) a Committee of Directors duly convened and held.



- 14.14 The Resolution in writing may comprise several documents containing the text of the Resolution in like form each signed by one or more Directors.
- 14.15 A Director must absent himself or herself from any discussions of the Directors 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).
- 14.16 Subject to Article 14.17 all acts done by a meeting of Directors, or of a Committee of Directors, shall be valid notwithstanding the participation in any vote of a Director:
- 14.16.1 who was disqualified from holding office;
  - 14.16.2 who had previously retired or who had been obliged by the constitution to vacate office;
  - 14.16.3 who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise; if without:
    - 14.16.3.1 the vote of that Director; and
    - 14.16.3.2 that Director being counted in the quorum;
    - 14.16.3.3 the decision has been made by a majority of the Directors at a quorate meeting.
- 14.17 Article 14.16 does not permit a Director to keep any benefit that may be conferred upon him or her by a resolution of the Directors or of a committee of Directors if, but for Article 14.16, the Resolution would have been void, or if the Director has not complied with Article 13.

## **15 Delegation**

- 15.1 The Directors may delegate the day to day administration of the Company or any part thereof to any Committee consisting of one or more Directors, or to any Managing Director, or to any person or body of persons holding executive office in relation to the Company, but the terms of any delegation must be recorded in the Minutes of Directors' meetings.
- 15.2 The Directors may impose conditions when delegating, including the conditions that:
- 15.2.1 the relevant powers are to be exercised exclusively by the committee to whom they delegate;

15.2.2 no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Directors.

15.3 The Directors may revoke or alter a delegation.

15.4 Any such delegation may be made subject to the condition that all acts and proceedings of any such Committee, Managing Director, or person or body of persons holding executive office shall be promptly and fully reported by them or him to the Directors and may be made subject to any other conditions the Directors may impose, which may be revoked or altered at any time.

## **16 Seal**

16.1 If the Company has a seal it must only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary or by a second Director.

## **17 Minutes**

17.1 The Directors must keep minutes of all:

17.1.1 appointments of officers made by the Company;

17.1.2 proceedings at meetings of the Company.

17.1.3 Meetings of the Directors and committees of Directors including:

17.1.3.1 the names of the Directors present at the meeting;

17.1.3.2 the decisions made at the meetings; and

17.1.3.3 where appropriate the reasons for the decisions.

## **18 Accounts**

18.1 The Directors must prepare for each financial year accounts as required by any applicable legal obligation including as appropriate Section 226 (or, if applicable, Section 227) of the Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

18.2 The Directors must keep accounting records as required by Sections 221 and 222 of the Act.

## **19 Notices**

19.1 Notices made as required by these Articles:

19.1.1 must be in writing; or

19.1.2 must be given using electronic communications.

19.2 The Company may give any notice to a Member either:

19.2.1 personally; or

19.2.2 by sending it by post in a prepaid envelope addressed to the Member at his or her address; or

19.2.3 by leaving it at the address of the Member; or

19.2.4 by giving it using electronic communications to the Member's address.

19.3 A Member who does not register an address with the Company or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Company.

19.4 A Member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.

19.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

19.6 Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.

19.7 A notice shall be deemed to be given:

19.7.1 48 hours after the envelope containing it was posted; or

19.7.2 in the case of an electronic communication, 48 hours after it was sent.

## **20 Indemnity**

20.1 The Company may (by passing an Ordinary Resolution) indemnify a Director or other Officer or Auditor of the Company against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the Director or in which the Director is acquitted or in connection with any application in which relief is granted to the Director by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, provided that the

Director, other Officer or Auditor has first acted reasonably to mitigate losses and expenses for the Company and has taken full advantage of any existing insurance cover applicable in the circumstances.

## **21 Rules**

- 21.1 Subject to approval of any proposed Rules, Bye-Laws or changes to the same being given by Ordinary Resolution of the Members in General Meeting. The Directors may from time to time make such reasonable and proper Rules or Bye-Laws as they may deem necessary or expedient for the proper conduct and management of the Company.
- 21.2 The Bye-Laws may regulate the following matters but are not restricted to them:
  - 21.2.1 the admission of Members of the Company (including the admission of organisations to Membership) and the rights and privileges of such Members, and the entrance fees, subscriptions and other fees or payments to be made by Members;
  - 21.2.2 the conduct of Members of the Company in relation to one another, and to the Company's employees and volunteers;
  - 21.2.3 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
  - 21.2.4 the procedure at General Meetings and meetings of the Directors in so far as such procedure is not regulated by the Act or by these Articles;
  - 21.2.5 generally, all such matters as are commonly the subject matter of Company Rules.
- 21.3 The Company in general meeting has the power to alter, add to or repeal the Rules or Bye-Laws.
- 21.4 The Directors must adopt such means as they think sufficient to bring the Rules and Bye-Laws to the notice of Members of the Company.
- 21.5 The Rules or Bye-Laws, shall be binding on all Members of the Company. No Rule or Bye-Law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles.