

FILE COPY



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 3535618

The Registrar of Companies for England and Wales hereby certifies that  
RAILWAY PATHS LIMITED

is this day incorporated under the Companies Act 1985 as a private  
company and that the company is limited.

Given at Companies House, Cardiff, the 26th March 1998



\*N03535618I\*

*R. C. Edwards*  
R. C. EDWARDS

For the Registrar of Companies



C O M P A N I E S H O U S E

HC007B

**OYEZ**

Please complete in  
typescript, or in  
bold black capitals.

**12**

## Declaration on Application for Registration

Company Name in full

Railway Paths Limited

**\*F0120C10\***

I, Rolf Althen

of 50 Queen Charlotte Street, Bristol BS1 4HE

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company] ~~[person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985]~~† and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Declared at 50 Queen Charlotte Street, Bristol BS1 4HE

the 16<sup>th</sup> day of March

One thousand nine hundred and ninety 8

\*Please print name.

before me\* JOCELYN HANDLEY MOULE

Signed

Date 16 March 1998

A Commissioner for Oaths or Notary Public or Justice of the Peace  
or Solicitor

Please give the name, address, telephone  
number, and if available, a DX number and  
Exchange of the person Companies House  
should contact if there is any query.

Osborne Clarke ref: RA/CJC/572450

50 Queen Charlotte Street, Bristol BS1 4HE

Tel 0117 9843505

DX number 7818 DX exchange Bristol



A30 \*ASAAJ4KT\* 598  
COMPANIES HOUSE 17/03/98

When you have completed and signed the form please send it to the  
Registrar of Companies at:

**Companies House, Crown Way, Cardiff, CF4 3UZ**  
for companies registered in England and Wales **DX 33050 Cardiff**

**or**  
**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**  
for companies registered in Scotland **DX 235 Edinburgh**



**OYEZ**

Please complete in  
typescript, or in  
bold black capitals.

Notes on completion appear on final page.



**\*F0100C10\***

**Company  
Name in full**

Railway Paths Limited

**Proposed Registered Office**  
(PO Box numbers only, are not acceptable)

30 Queen Charlotte Street

**Post town**

Bristol

**County/Region**

**Postcode** BS99 7QQ

If the memorandum is delivered by an agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address.

X

**Agent's Name**

Osborne Clarke

**Address**

50 Queen Charlotte Street

**Post town**

Bristol

**County/Region**

Bristol

**Postcode** BS1 4HE

**Number of continuation sheets attached.**

1

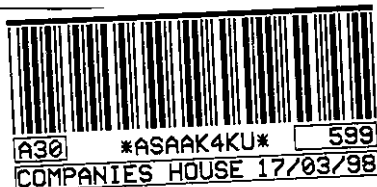
Please give the name, address, telephone  
number, and if available, a DX number and  
Exchange of the person Companies House  
should contact if there is any query.

Osborne Clarke ref. RA/CJC/572450

50 Queen Charlotte Street, Bristol BS1 4HE

Tel 0117 9845305

DX number 7818 DX exchange - Bristol



A30 \*ASAAK4KU\* 599  
COMPANIES HOUSE 17/03/98

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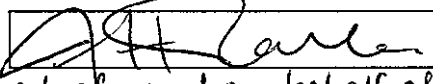
for companies registered in Scotland

**DX 235 Edinburgh**

[P.T.O.]

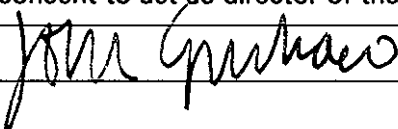
10

**Company Secretary** (see notes 1-5)

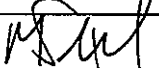
Company Name			
*Voluntary details.	NAME	*Style/Title	*Honours etc.
	Forename(s)		
	Surname	Ovalsec Limited	
	Previous forename(s)		
	Previous surname(s)		
Address		30 Queen Charlotte Street	
Usual residential address			
For a corporation, give the registered or principal office address.			
	Post town	Bristol	
	County/Region	Postcode	BS99 7QQ
	Country		
I consent to act as secretary of the company named on page 1			
Consent signature			Date
		19-3-98	
<i>Director for and on behalf of Ovalsec Limited, Secretary</i>			

**Directors** (see notes 1-5)

Please list directors in alphabetical order.

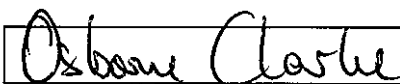
NAME		*Style/Title	*Honours etc.
	Forename(s)	John	
	Surname	Grimshaw	
	Previous forename(s)		
	Previous surname(s)		
Address		58 Bellevue Crescent	
Usual residential address		Hotwells	
For a corporation, give the registered or principal office address.			
	Post town	Bristol	
	County/Region	Postcode	BS8 4TF
	Country		
Date of birth		Day	Month
		12	07
		Year	45
Nationality			
Business occupation		Chief Executive	
Other directorships		35 King Street Limited	
I consent to act as director of the company named on page 1			
Consent signature			Date
		13.3.98	

**Directors** (continued) (see notes 1-5)

<b>NAME</b>	<b>*Style/Title</b>			<b>*Honours etc.</b>	
<b>*Voluntary details.</b>		<b>Forename(s)</b>			
		Malcolm			
		<b>Surname</b>			
		Shepherd			
		<b>Previous forename(s)</b>			
		<b>Previous surname(s)</b>			
<b>Address</b>		35 Kings Road			
<b>Usual residential address</b>					
For a corporation, give the registered or principal office address.		<b>Post town</b>			
		Clevedon			
		<b>County/Region</b>		<b>Postcode</b>	
		North Somerset		BS21 7EN	
		<b>Country</b>			
		<b>Date of birth</b>	<b>Day</b>	<b>Month</b>	<b>Year</b>
			05	08	48
		<b>Nationality</b>		British	
<b>Business occupation</b>		Finance Director			
<b>Other directorships</b>		Please see attached			
		I consent to act as director of the company named on page 1			
<b>Consent signature</b>				<b>Date</b>	13 / 3 / 98.

**This section must be signed by**Either  
an agent on behalf  
of all subscribers

Signed



Date

14-3-98

Or the subscribers  
(i.e. those who signed  
as members on the  
memorandum of  
association).

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

# Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm – show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

–A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Director's details:

Show for each individual director the director's date of birth, business occupation and nationality.

**The date of birth must be given for every individual director.**

4. Other directorships:

–Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either is or at **all times during the past 5 years**, when the person was a director, **was:**

–dormant,

–a parent company which wholly owned the company making the return,

–a wholly owned subsidiary of the company making the return, or

–another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors and include the company's number.

Company Name

\*Voluntary details.

NAME

\*Style/Title

\*Honours etc.

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

Usual residential address

For a corporation, give the registered or principal office address.

Post town

County/Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

## Directors (see notes 1-5)

Please list directors in alphabetical order.

NAME

\*Style/Title

\*Honours etc.

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

Usual residential address

For a corporation, give the registered or principal office address.

Post town

County/Region

Postcode

Country

Day Month Year

Date of birth

21

04

50

Nationality

British

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature

Date

## **Directorships of Malcolm Shepherd**

Friends of the Earth Limited

Springfield House (Bristol) Limited

Heroes Sportswear (Bristol) Limited

The English Environment Fund Limited

Freeze Resources Limited



## **List of directorships of Christopher John Curling**

Osborne Clarke Limited

Osborne Clarke Services

Oscar Legal Services Limited  
(resigned 1 January 1995)

Oval Nominees Limited

Ovalsec Limited

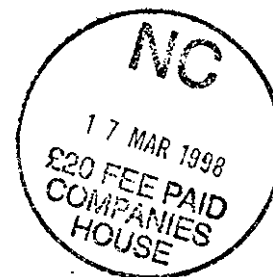
Queen Charlotte Property Company Limited

Legal Resources Group Limited

Moveimpact Public Limited Company  
now known as Matcon Group plc  
(resigned 12 April 1995)

Kingswood KDPS Limited

Bristol Cabot 500 Celebrations (1997) Limited



0041833

3535618

**The Companies Act 1985**

**Company limited by guarantee and  
not having a share capital**

**Memorandum of association**

of

**Railway Paths Limited**

1. ***Company name***

The Company's name is Railway Paths Limited ("the Company").

2. ***Registered office***

The Company's registered office is to be situated in England and Wales.

3. ***Objects***

The Company's objects are to promote for the public benefit the provision, reclamation, maintenance, acquisition development, improvement or other action that facilitates the use of the land for safe routes, paths and facilities for cycling, walking and other forms of low energy transport and to undertake and carry on projects and activities which will assist in promoting health or recreation, protection of the environment, conservation of energy resources and sustainable transport systems provided that all objects of the Company shall be of a charitable nature. In particular but without derogating from the generality of the foregoing to support, promote and encourage the charitable activities of the registered charity called Sustrans Limited (Registered Charity No. 326550).

4. ***Powers***

In pursuance of the above objects, but not further or otherwise, the Company shall have the following powers:

- (a) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to open and operate bank accounts;

- (b) to take such steps by personal or written appeals, public meetings or otherwise as may from time to time be thought fit for the purpose of raising voluntary funds in support of the objects of the Company in the form of donations, annual subscriptions or otherwise and to receive and accept them;
- (c) to take and accept subscriptions, donations, devises, and bequests of any real or personal property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company;
- (d) to establish and support or aid in the establishment and support of any charitable association, society, corporation or trust having objects the same or partly similar to those of the Company and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;
- (e) to make any charitable donation either in cash or assets for the furtherance of the objects of the Company;
- (f) to undertake and execute any charitable trusts which may lawfully be undertaken by the Company;
- (g) to make any subscriptions, donations, devises, bequests and gifts of property whether subject to any special trust or not for any one or more of the objects of the Company;
- (h) to foster and undertake research into any aspect of the objects of the Company and its work and to disseminate the results of any such research to provide for the delivery, holding and documentation of lectures, exhibitions, meetings and commission and make films and video tapes and to sponsor or to arrange radio and television broadcasts in furtherance of the objects of the Company;
- (i) to cause to be written and printed or otherwise reproduced and circulated either gratuitously or by way of sale, any reports, periodicals, newsletters, magazines, books, leaflets or films or recorded tapes which are desirable for the promotion of the Company and its objects;
- (j) to promote, arrange, organise or assist in the promotion or organisation of touring groups, companies, exhibitions, seminars, conferences, courses, lecturers and teachers both at home and abroad and of educational and instructional tours and visits in the furtherance of the objects or purposes of the

Company and disseminate the proceedings and papers given at such events;

- (k) to co-operate with other charities, statutory authorities, educational authorities, institutions and bodies whether public or private and wheresoever situated and societies or other groups of persons in disseminating knowledge in promotion of the objects of the Company and in furtherance of the objects of the Company or similar charitable purposes and to exchange information and advice with them;
- (l) to commission, arrange, prepare, print, publish, issue and disseminate any programme, pamphlet, book, document, film, recording or other artistic work and to fix, make and receive fees, royalties and other charges therefore and for admission to and otherwise in respect of any exhibition, performance or display;
- (m) to establish, subsidise, promote, federate, amalgamate, affiliate or co-operate with and subscribe to any association, society, company, institution or trust which shall be charitable by law and to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any such association, society, company, institution or trust 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 these payments or distributions are prohibited in the case of members of the Company by this memorandum of association;
- (n) to enter into guarantees, contracts of indemnity and suretyships of all kinds in relation to any contract properly entered into by the Company or any disposal by the Company of any of its assets;
- (o) to invest the funds of the Company not immediately required for its purposes in or upon such shares, stocks, funds, securities or freehold or leasehold property or other land or investments in any part of the world and on such terms 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 as provided in this memorandum of association;
- (p) to appoint on such terms (including provision for reasonable remuneration) as the directors shall in their discretion think fit

any person or persons ("**the investment manager**") having 15 years' experience in the City of London or other appropriate financial centre in the United Kingdom of one or more of the businesses of stockbrokers, merchant bankers, finance houses and issuing houses who is entitled to carry on investment business under the Financial Services Act 1986 whom the directors reasonably believe to be qualified by his ability in and practical experience of financial matters to be their investment adviser for the purpose of advising them in relation to the investments of the Company and managing such investments but subject to the following conditions:

- (i) the delegated powers shall be exercisable only within clear policy guidelines and investment objectives drawn up in advance by the directors and within the powers of investment applicable to the Company;
  - (ii) every transaction carried out by the investment manager under delegated powers shall be reported to the directors within 14 days;
  - (iii) the investment manager shall report generally at regular intervals upon the current state, past performance and future prospects of the investments of the Company;
  - (iv) the directors shall be entitled at any time and without notice to review, revoke or alter the delegation or the terms of the appointment; and
  - (v) the directors shall be bound to review the arrangements for delegation and the policy and objectives at least once in every 12 months.
- 
- (q) to accept, retain or refuse any new shares, stock debentures or debenture stock in any company or undertaking which may be allocated to the Company in respect of investments held by them as part of the funds of the Company;
  - (r) 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;
  - (s) to provide indemnity insurance to cover the liability of the directors (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 shall not extend to any claim arising from any act or omission which the directors (or any of them) knew to be a breach of trust or breach of duty or which was committed by the directors (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Directors (or any of them) in their capacity as Directors of the Company;

- (t) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property (whether or not subject to any trust), and in particular any land, buildings apparatus, appliance, vehicle, plant and machinery including computer hardware and software, furniture, fittings and all other effects of every description and any rights or privileges which may be thought fit necessary or convenient for the promotion of the objects of the Company and to apply for registration of any patents, rights, copyrights, licences and the like and to construct, maintain or alter them for any of the purposes of the Company;
- (u) to improve, manage, cultivate, develop, exchange, let on lease or otherwise grant rights and privileges in respect of or otherwise deal with, sell, mortgage, dispose of, or turn to account all or any of the property, rights or assets of the Company with the approval or consent as may be required by law and as may be thought expedient with a view to the promotion of its objects;
- (v) subject to such consents if any as may be implied by law to borrow or raise money for the objects of the Company on such terms as may be thought fit and to secure the repayment of any money borrowed, raised or owing, and interest on it, by mortgage, charge or lien upon the whole or any part of the property or assets (whether present or future) of the Company and whether by the creation and issue of debentures or debenture stock or otherwise and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake;
- (w) to pay and discharge any rent, rates, taxes costs or insurance (insuring any property to its full value), improvements, repairs or other outgoings payable from time to time in respect of any

freehold, leasehold or other property of the Company and any legal or other administrative expenses payable from time to time in connection with it;

- (x) 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;
- (y) to employ and pay (including payment, subject to the provisions of clause 5 hereof, of reasonable sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Company and their dependents) any person or persons not being Directors whether on a full time or part time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company;
- (z) to acquire, and dispose of the stock, shares, securities and interests in any association, society, corporation or trust so established;
- (aa) to carry on trading insofar as either the trade is exercised in the course of the actual carrying out of the objects of the Company or the trade is ancillary to the carrying out of the objects;
- (bb) to do all such other lawful things as shall promote the attainment and furtherance of the Company's 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 deal with or invest it only in the 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 or Secretary of State for Education, the Company shall not sell, mortgage, charge or lease it without such authority, approval or consent as may be required by law and the directors shall be chargeable for any such property that may come

into their hands and be answerable and accountable for their own acts, receipts, neglects and defaults and for the due administration of it in the same manner and to the extent as they 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 of the High Court of Justice, the Charity Commissioners or the Secretary of State for Education over these directors 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; and

- (iv) in carrying out its objects the Company shall, through its agreed policies and by taking positive action, seek to ensure equality of opportunity for, and oppose discrimination against all sections of, the community.

## 5. *Application of income and property*

5.1 Subject to sub-clause 5.2, the income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this memorandum of association and no portion of it 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 director or person to whom (with or without any other person or persons) any of the functions of the directors have been delegated 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.

5.2 Nothing in sub-clause 5.1 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 for any services rendered to the Company when instructed by the Company to act in a professional capacity on its behalf provided that at no time shall a majority of the board of directors benefit under this provision and that a director shall withdraw from any meeting where his appointment or remuneration is under discussion;
- (b) of reasonable and proper remuneration to any Director who is a solicitor, chartered accountant or other professional person for professional services rendered by him or his firm to the Company;



- (c) of interest on money lent by any member of the Company or by any of its Directors at a reasonable and proper rate;
- (d) of reasonable and proper rent for premises demised or let by any member of the Company or any of its Directors;
- (e) to any of its Directors of out-of-pocket expenses;
- (f) of interest on money lent by any member of the Company or by any Director at a reasonable and proper rate per annum not exceeding 2% less than the base lending rate prescribed for the time being by a clearing bank selected by the board of Directors or 3% whichever is the greater;
- (g) of fees, remuneration or other benefit in money or money's worth to a company of which a Director may be a member holding not more than 1/100th part of the capital of that Company; or
- (h) of any premium in respect of any indemnity insurance to cover the liability of the Directors (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 shall not extend to any claim arising from any act or omission which the Directors (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Directors (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Directors (or any of them) in their capacity as Directors of the Company.

6. *Limited liability*

The liability of the Members is limited.

7. *Contribution to assets of the Company*

Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it shall be wound up while he is a Member or within 1 year after he ceases to be a Member, for payment of the Company's debts and liabilities contracted before he ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories

among themselves.

8. *Application of assets on a winding-up*

If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other body or bodies 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, such body or bodies to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to this provision, then to some other body or bodies the objects of which are the promotion of charity and anything incidental or conducive to it (whether or not the body or bodies in question shall be a member or members of the Company) to be similarly determined.

We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

**Names and addresses of subscribers**

John Grimshaw  
58 Bellevue Crescent  
Hotwells  
Bristol BS8 4TF



Malcolm Shepherd  
35 Kings Road  
Clevedon  
North Somerset  
BS21 7EN



---

**Dated** 13 March 1998

**Witness to the above signatures:**

Signature of witness:



Name:

R. ALTHEN

Address:

50 Queen Charlotte Street  
Bristol BS1 4HE

Occupation:

Solicitor

**The Companies Act 1985**

---

**Company limited by guarantee  
and not having a share capital**

---

**Articles of association**

of

**Railway Paths Limited**

**Preliminary**

1. *Regulations not to apply*

No regulations for management of a company set out in any statute concerning companies or contained in any regulations or instrument made pursuant to a statute shall apply to the Company. The following shall be the articles of association of the Company.

2. *Interpretation*

2.1 In these Articles, unless the context otherwise requires, the following expressions shall have the following meanings:

"Act" subject to paragraph 2.3 of this Article, the Companies Act 1985 and, where the context requires, the Charities Act 1992, the Charities Act 1993 and every other statute from time to time in force concerning companies and/or Charities affecting the Company;

"these Articles" these Articles of Association as altered or varied from time to time (and "Article" means one of these Articles);

"Auditors" the auditors for the time being of the Company or, in the case of joint auditors, any one of them;

"Board " the board of Directors for the time being of

the Company or the Directors present at a duly convened meeting of Directors at which a quorum is present;

**"BRPB"**

Rail Property Limited (registered in England no 3332509) of Whittles House, 14 Pentonville Road, London N1 9HF trading as British Rail Property Board;

**"Chairman"**

the chairman (if any) of the Board or, where the context requires, the chairman of a general meeting of the Company;

**"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;

**"Company"**

Railway Paths Limited;

**"Director"**

a director for the time being of the Company;

**"execution"**

any mode of execution (and "executed" shall be construed accordingly);

**"member"**

a member of the Company or, where the context requires a member of the Board or of any committee;

**"Office"**

the registered office for the time being of the Company;

**"Register"**

the register of members of the Company to be kept pursuant to Section 352 of the Act;

**"the Seal"**

the common seal of the Company or any official seal kept by the Company by virtue of Section 40 of the Act;

**"Secretary"**

the secretary for the time being of the Company or any other person appointed to perform any of the duties of the secretary of the Company including (subject to the provisions of the Act) a joint, temporary, assistant or deputy secretary;

"Sustrans"	Sustrans Limited (registered in England as company limited by guarantee no. 1797726) of 35 King Street, Bristol BS1 4DZ;
"United Kingdom"	Great Britain and Northern Ireland; and
"writing or written"	printing, typewriting, lithography, photography and any other mode or modes of representing or reproducing words in a legible and non-transitory form;

2.2 In these Articles unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to a statute or statutory provision includes:
  - (i) any subordinate legislation (as defined in Section 21(1), Interpretation Act 1978) made under it; and
  - (ii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it;
- (c) a reference to a "person" includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality); and
- (d) except as set out in Article 1.1, terms defined in the Act have the meanings attributed to them by it.

2.3 Where for any purpose an ordinary resolution of the Company is required, a special resolution or an extraordinary resolution shall also be effective, and where an extraordinary resolution is required a special resolution shall also be effective.

2.4 The headings are inserted for convenience only and shall not affect the construction of these Articles.

### 3. *Registered office*

The Office shall be at such place in England and Wales as the Board shall from time to time appoint.

4. *Objects*

The Company is established for the purposes expressed in the memorandum of association.

**Members**

5. *Appointment of members*

The subscribers to the memorandum of association of the Company and such other persons as are admitted to membership in accordance with these Articles or any rules made under Article 83 shall be members of the Company. Every person who wishes to become a member shall deliver to the Company an application for membership in such form as the Board may require executed by him. Subject to Article 7, membership shall not be transferable and shall cease on death.

6. *Board approval of members*

The Board may in its absolute discretion decline to accept any person as a member and need not give reasons for so doing. The Board 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.

7. *Unincorporated associations*

If a person becomes a member as a representative of an unincorporated association or body, the name of the member, the name of the unincorporated association or body and the fact that the member is its representative shall be entered in the register of members. Subject to the Board's right to decline to accept any person as a member, the unincorporated association or body shall be able to replace the member who is its representative with another person by notice in writing to the Company without it being necessary for the outgoing member to give notice or the incoming member to complete an application form.

8. *Honorary membership*

The Board may admit to honorary membership such persons and subject to such rights and obligations as it shall think fit. Such honorary members shall not be members for the purposes of these Articles or the Act. The Board may not bestow upon any honorary member the right to vote on any matter.

9. *Cessation of membership*

A member shall cease to be a member:

- (a) if he resigns by notice in writing delivered to the Office in which event he shall be deemed to have resigned as a member on service of that notice on the Company or at such later date as is specified in the notice;
- (b) if any subscription or other sum payable by the member to the Company is not paid on the due date and remains unpaid 7 days after notice served on the member by the Company informing him that he will be removed from membership if it is not paid. The Board may re-admit to membership any person removed from membership on this ground on his paying such sum in respect of the sum due as the Company may determine;
- (c) if he becomes bankrupt or makes an arrangement or composition with his creditors generally or being a corporate entity 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; and
- (d) if, at a meeting of the Board at which not less than half of the Directors 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 14 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 Board or (in the case of any breach of these Articles) a reasonable opportunity of remedying the breach if it is capable of remedy. If such a resolution as is referred to in this paragraph is passed, then the member shall forthwith cease to be a member but without prejudice to the liability of the member to pay to the Company any subscription or other sum owed by him.

10. *Subscriptions and fees*

The Board may in its discretion levy subscriptions and fees on all members of the Company at such rates as it shall determine and may levy subscriptions and fees at different rates on different categories of members.



11. *Rights of members*

Every member of the Company shall be entitled to receive a copy of the annual report and accounts of the Company and to receive notice of and to attend and vote at any general meeting of the Company.

12. *Appointment of patrons etc.*

The Board may appoint and remove any person or persons as a patron, president or vice president of the Company and on such terms as it shall think fit. A person so appointed shall have the right to attend and speak (but not vote) at any general meeting of the Company and to be given notice of it as if a member and shall also have the right receive accounts of the Company when available to members.

**General meetings**

13. *Annual general meetings*

Subject to the provisions of the Act, annual general meetings shall be held at such time and place as the Board may determine.

14. *Extraordinary general meetings*

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

15. *Convening of extraordinary general meeting*

The Board may convene an extraordinary general meeting whenever it thinks fit. An extraordinary general meeting shall also be convened by the Board on the requisition of members pursuant to the provisions of the Act. At any meeting convened by the Board or by such requisitionists no business shall be transacted except that stated by the requisition or proposed by the Board. If there are not within the United Kingdom sufficient members of the Board to convene a general meeting, any Director or any member of the Company may call a general meeting.

16. *Notice of general meetings*

- 16.1 An annual general meeting and an extraordinary general meeting convened for the passing of a special resolution or a resolution appointing a person as a Director or (save as provided by the Act) a resolution of which special notice has been given to the Company shall be convened by not less than 21 clear days notice in writing. Other extraordinary general meetings shall be convened by not less than 14 clear days notice in writing.

16.2 Subject to the provisions of the Act and notwithstanding that it is convened by shorter notice than that specified in this Article 16, a general meeting shall be deemed to have been duly convened if it is so agreed:

- (a) in the case of an annual general meeting by all the members entitled to attend and vote at the meeting; and
- (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote at the meeting being a majority together holding not less than 95 per cent of the total voting rights at that meeting of all the members.

16.3 Every notice convening a general meeting shall specify:

- (a) whether the meeting is an annual general meeting or an extraordinary general meeting;
- (b) the place, the day and the time of the meeting;
- (c) in the case of special business the general nature of that business;
- (d) if the meeting is convened to consider a special or extraordinary resolution the intention to propose the resolution as such; and
- (e) with reasonable prominence that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him and that a proxy need not also be a member.

16.4 The notice shall be given to the members (other than any who under the provisions of these Articles are not entitled to receive notice from the Company), to the Directors and to the Auditors and if more than one for the time being, to each of them.

17. *Omission to send notice*

The accidental omission to send a notice of meeting or, in cases where it is intended that it be sent out with the notice, an instrument of proxy, to, or the non-receipt of either by, any person entitled to receive them shall not invalidate the proceedings at that meeting.

18. *Special business*

All business that is transacted at a general meeting shall be deemed special, except the following transactions at an annual general meeting:

- (a) the receipt and consideration of the annual accounts and the reports of the Directors and the Auditors and other documents required to be attached or annexed to the accounts;
- (b) the election or re-election of Directors; and
- (c) the re-appointment of the Auditors retiring (unless they were last appointed otherwise than by the Company in general meeting) and the fixing of the remuneration of the Auditors or the determination of the manner in which such remuneration is to be fixed.

### **Proceedings at general meetings**

#### **19. *Quorum***

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business but the absence of a quorum shall not preclude the choice or appointment of a chairman which shall not be treated as part of the business of the Meeting. Subject to the provisions of Article 20, 2 persons entitled to attend and to vote on the business to be transacted, each being a member present in person or a proxy for a member or a duly authorised representative of a corporation which is a member, or one tenth of the total number of such persons for the time being whichever is greater, shall be a quorum.

#### **20. *If quorum not present***

If within 15 minutes (or such longer interval as the Chairman in his absolute discretion thinks fit) from the time appointed for the holding of a general meeting a quorum is not present or, if during a meeting such a quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such time and place as the Chairman (or, in default, the Board) may determine being not less than 7 nor more than 28 days thereafter. If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting the adjourned meeting shall be dissolved.

#### **21. *Meeting place inadequate***

If it appears to the Chairman that the meeting place specified in the notice convening the meeting is inadequate to accommodate all members entitled and wishing to attend, the meeting shall nevertheless be duly constituted and its proceedings valid provided that the Chairman is

satisfied that adequate facilities are available to ensure that any member who is unable to be accommodated is nonetheless able to participate in the business for which the meeting has been convened and to hear and see all persons present who speak (whether by the use of microphones, loud-speakers, audio-visual communications equipment or otherwise), whether in the meeting place or elsewhere and to be heard and seen by all other persons so present in the same manner.

22. *Chairman*

The Chairman of the Board shall preside as Chairman at every general meeting of the Company. If there be no such Chairman or if at any meeting he shall not be present within 15 minutes after the time appointed for holding the meeting or shall be unwilling to act as Chairman, the Directors present shall choose one of their number present and willing to act to act as Chairman of the meeting. If no Director is willing to act as Chairman, or if no Director is present within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their member to act as Chairman.

23. *Director or Auditor may attend and speak*

23.1 A Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting of the Company.

23.2 An Auditor shall be entitled to attend any general meeting and to be heard at any general meeting on any part of the business of the meeting which concerns him as Auditor.

24. *Power to adjourn*

The Chairman of the general meeting may, with the consent of a meeting at which a quorum is present and shall, if so directed by the meeting, adjourn any meeting from time to time (or indefinitely) and from place to place as he shall determine. However, without prejudice to any other power which he may have under these Articles or at common law, the Chairman may, without the need for the consent of the meeting, interrupt or adjourn any meeting from time to time and from place to place or for an indefinite period if he is of the opinion that it has become necessary to do so in order to secure the proper and orderly conduct of the meeting, to give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting or to ensure that the business of the meeting is properly disposed of.

25. *Notice of adjourned meeting*

Where a meeting is adjourned indefinitely the Board shall fix the time

and place for the adjourned meeting. Whenever a meeting is adjourned for 14 days or more or indefinitely, 7 clear days' notice at the least, specifying the place, the day and time of the adjourned meeting and the general nature of the business to be transacted, shall be given in the same manner as in the case of an original meeting. Save as aforesaid, no member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting.

26. *Business of adjourned meeting*

No business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting from which the adjournment took place.

**Voting**

27. *Method of voting*

- 27.1 At any general meeting a resolution put to a vote of the meeting shall be decided on a show of hands unless (before or immediately after the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is duly demanded.

Subject to the provisions of the Act, a poll may be demanded by:

- (a) the Chairman of the meeting; or
- (b) by at least 2 members present in person or by proxy having the right to vote at the meeting; or
- (c) a member present in person or by proxy representing not less than one tenth of the voting rights of all the members having the right to vote at the meeting;

and a demand for a poll by a person as proxy for a member shall be as valid as if the demand were made by the member himself.

- 27.2 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 that member was present (including such a resolution executed by or on behalf of each member within a membership category where the resolution is one of a membership category) 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.

27.3 No member may vote on any matter in which they are 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.

28. *Chairman's declaration conclusive on show of hands*

Unless a poll is duly demanded and the demand is not withdrawn, a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of it without proof of the number or proportion of the votes recorded in favour of or against such resolution.

29. *Objection to error in voting*

No objection shall be raised to the qualification of any voter or to the counting of or failure to count any vote except at the meeting or adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection made in due time or error shall be referred to the Chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the Chairman decides that the same is of sufficient magnitude to vitiate the resolution or may otherwise have affected the decision of the meeting. The decision of the Chairman on such matters shall be final and conclusive.

30. *Amendment to resolutions*

If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the Chairman of the meeting, any error in such ruling shall not invalidate the proceedings on the substantive resolution. In the case of a resolution duly proposed as a special or extraordinary resolution no amendment to it (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted on.

31. *Procedure on a poll*

31.1 Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken forthwith. A poll duly demanded on any other matter shall be taken in such manner (including the use of ballot or voting papers or tickets) and at such time and place not being more than 30 days from the date of the meeting or adjourned

meeting at which the poll as demanded as the Chairman shall direct. The Chairman may, and if so directed by the meeting shall, appoint scrutineers who need not be members and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll. No notice need be given of a poll not taken immediately 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 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 31.2 The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which a poll has been demanded. If a poll is demanded before the declaration of the result on a show of hands and the demand is duly withdrawn the meeting shall continue as if the demand had not been made.
- 31.3 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman. A demand so withdrawn shall validate the result of a show of hands declared before the demand was made. If a demand is withdrawn, the persons entitled in accordance with Article 27 may demand a poll.
- 31.4 On a poll votes may be given in person or by proxy or (in the case of a corporate member) by a duly authorised representative. A member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
- 31.5 The proceedings at any meeting or on the taking of any poll shall not be invalidated by reason of any accidental information or irregularity in the convening thereof or otherwise or any want of qualification in any of the persons present or voting thereat.

## 32. *Votes of members*

- 32.1 Subject to the provisions of the Act and to any suspension or abrogation of voting rights pursuant to these Articles, at any general meeting every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote shall on a show of hands have one vote and on a poll every member present in person or by proxy or (being a corporation) by a duly authorised representative shall have one vote.
- 32.2 If 2 or more persons are joint members, then in voting on any question the vote of the senior who tenders a vote, whether in person or by

proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose seniority shall be determined by the order in which the names of the holders stand in the Register.

- 32.3 Where in England or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Board may in its absolute discretion on or subject to production of such evidence of the appointment as the Board may require, permit such receiver or curator bonis or other person authorised by a court or official, to vote in person or, on a poll, by proxy on behalf of such member at any general meeting. Evidence to the satisfaction of the Board 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 these 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.

33. *Casting vote*

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll was demanded shall be entitled to a second or casting vote.

34. *Restriction on voting rights*

No member shall, unless the Board otherwise determines, be entitled to vote at a general meeting either in person or by proxy or to exercise any right as a member unless all sums presently payable by him to the Company have been paid to the Company.

35. *Voting by proxy*

- 35.1 Any person (whether a member of the Company or not) may be appointed to act as a proxy. Deposit of an instrument of proxy shall not preclude a member from attending and voting in person at the meeting in respect of which the proxy is appointed or at any adjournment thereof.
- 35.2 A proxy for a member who is registered in the register of members as being a representative of an unincorporated association or body may be appointed either by the member or by the unincorporated association or



body.

36. *Form of proxy*

An instrument appointing a proxy shall:

- (a) be in writing in any common form or in such other form as the Board may approve under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, under its common seal or under the hand of some officer or attorney duly authorised in that behalf;
- (b) be deemed (subject to any contrary direction contained in the same) to confer authority to demand or join in demanding a poll and to vote on any resolution or amendment of a resolution put to the meeting for which it is given, as the proxy thinks fit, but shall not confer any further right to speak at the meeting except with the permission of the Chairman;
- (c) unless the contrary is stated in it be valid as well for any adjournment of the meeting as for the meeting to which it relates; and
- (d) where it is stated to apply to more than one meeting, be valid for all such meetings as well as for any adjournment of any such meetings.

37. *Deposit of proxy*

The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of such authority certified notarially or in some other way approved by the Board shall:

- (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 of the holding of the meeting or adjourned meeting at which the person named in the instrument proposes to vote;
- (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 of the meeting;

and an instrument of proxy not deposited or delivered in a manner so permitted shall be invalid. No instrument appointing a proxy shall be valid after the expiry of 12 months from the date named in it as the date of its execution except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within 12 months from such date.

38. *Revocation of proxy*

A vote given or poll demanded in accordance with the terms of an instrument of proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the death or mental disorder of the principal or the revocation of the instrument of proxy or determination of the authority under which the instrument of proxy was executed or the transfer of the share in respect of which the instrument of proxy is given unless notice in writing of such death, mental disorder, revocation or transfer shall have been received by the Company at the Office, or at such other place as has been appointed for the deposit of instruments of proxy, at least 48 hours before the commencement of the meeting or adjourned meeting or the taking of the poll at which the instrument of proxy is used.

39. *Corporate representative*

A corporation (whether or not a company within the meaning of the Act) which is a member may by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative (or as the case may be, representatives) at any meeting of the Company. Any person so authorised shall be entitled to exercise the same powers on behalf of the corporation (in respect of that part of the corporation's holdings to which the authority relates) as the corporation could exercise if it were an individual member. The corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present at it and all references to attendance and voting in person shall be construed accordingly.

**Appointment and retirement of Directors**

40. *Number of Directors*

40.1 The number of Directors shall be not less than 3 but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.

40.2 BRPB may appoint by notice in writing to the Company one Director

("the BRPB - Director") and may remove the BRPB - Director from office by notice in writing to the Company.

40.3 The Railway Heritage Trust may appoint by notice in writing to the Company one Director ("the RHT - Nominee") and may remove the RHT - Nominee from office by notice in writing to the Company.

40.4 Sustrans may for as long as it is a member appoint by notice in writing to the Company up to two Directors ("the Sustrans Directors") or either of them from office by notice in writing to the Company provided that the Sustrans Directors shall vacate their offices immediately if Sustrans ceases to be a member of the Company.

40.5 The Directors shall procure that effect is forthwith given to all appointments and removals of Directors pursuant to Article 40.2, 40.3 or 40.4 above and where any removal of a Director results in the Company being liable to the Director so removed in respect of compensation for loss of office or otherwise then the member who gave the relative notice pursuant to Articles 40.2, 40.3 or 40.4 (as the case may be) shall indemnify and shall keep indemnified the Company and all other members in respect of all costs, claims and liabilities that may arise out of the removal.

41. *Power of Company to appoint Directors*

Subject to the provisions of these Articles, the Company may by ordinary resolution appoint a person who is willing to act to be a Director, either to fill a vacancy, or as an addition to the existing Board and may also determine the rotation in which any additional Directors are to retire, but the total number of Directors shall not exceed any maximum number fixed in accordance with these Articles.

42. *Power of Board to appoint Directors*

Without prejudice to the power of the Company to appoint any person to be a Director pursuant to these Articles the Board shall have power at any time to appoint any person who is willing to act as a Director, either to fill a vacancy or as an addition to the existing Board, but the total number of Directors shall not exceed any maximum number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the annual general meeting of the Company next following his appointment and shall then be eligible for re-election but shall not be taken into account in determining the number of Directors who are to retire by rotation at that meeting. If not re-appointed at that annual general meeting, he shall vacate office at its conclusion.

43. *Eligibility of new Directors*

43.1 No person may be appointed as a Director:

- (a) unless they have attained the age of 18 years; or
- (b) in circumstances such that had they already been a Director they would have been disqualified from acting under the provisions of these Articles.

43.2 No person other than a Director retiring at the meeting (whether by rotation or otherwise) shall be appointed or re-appointed a Director at any general meeting unless:

- (a) he is recommended by the Board; or
- (b) not less than 7 nor more than 35 clear days before the date appointed for the meeting, notice duly executed by a member (other than the person to be proposed) qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or re-appointment stating the particulars which would, if he were so appointed or re-appointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed or re-appointed is lodged at the Office.

44. *Retirement by Rotation*

44.1 At every annual general meeting one third of the Directors who are subject to retirement by rotation or, if their number is not 3 or a multiple of 3, the number nearest to but not exceeding one third shall retire from office by rotation provided that if there is only one Director who is subject to retirement by rotation, he shall retire.

44.2 Subject to the provisions of the Act, the Directors to retire by rotation shall include (so far as is necessary to obtain the number required) any Director who wishes to retire and not to offer himself for re-election. Any further Directors so to retire shall be those of the other Directors subject to retirement by rotation who have been longest in office since their last appointment or re-appointment, but as between persons who became or were last re-appointed Directors on the same day those to retire (unless they otherwise agree among themselves) be determined by lot. A Director who retires (whether by rotation or otherwise) shall be eligible for re-election and may, if willing to act, be re-appointed. The Directors to retire on each occasion (both as to numbers and identity) shall be determined by the composition of the Directors at the

date of the notice convening the annual general meeting and no Director shall be required to retire or be relieved from retiring or be retired by reason of any change in the number or identity of the Directors or the appointment of him or any of them to be an executive Director after the date of the notice but before the close of the meeting.

44.3 If the Company, at the meeting at which a Director retires by rotation, does not fill the vacancy created by his retirement the retiring Director shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is expressly resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and lost or if the retiring Director has given notice in writing to the Company that he is unwilling to be re-elected or where such Director has attained any retirement age applicable to him as a Director.

44.4 The retirement of any Director retiring at a general meeting in accordance with this Article shall not have effect until the conclusion of the meeting except where a resolution is passed to elect some other person in the place of the retiring Director or a resolution for his re-election is put to the meeting and lost in which case the retirement shall take effect at the time of election of his replacement or the time of the losing of that resolution as the case may be. A retiring Director who is re-elected or deemed to have been re-elected will continue in office without a break.

45. *Removal by ordinary resolution*

The Company may by ordinary resolution of which special notice has been given in accordance with Section 379 of the Act remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director or any body or institution appointing such Director and, without prejudice to any claim for damages which he may have for breach of any contract of service between him and the Company, may (subject to these Articles) by ordinary resolution appoint another person who is willing to act to be a Director in his place provided that the Sustrans Directors or either of the Sustrans Directors (as the case may be) may only be removed if Sustrans votes in favour of such resolution and provided also that any replacement for the BRPB - Director the Sustrans Directors (or either of them) or the RHT - Nominee (as the case may be) may only be appointed pursuant to Articles 40.2, 40.3 or 40.4 (as the case may be). Any person so appointed shall be treated, for the purposes of determining the time at which he or any other Director is to retire by rotation, as if he had become a Director on the day on which the person in whose place he is appointed was last appointed or re-appointed a Director. In default of

such appointment the vacancy arising upon the removal of a Director from office may be filled by a casual vacancy.

46. *Vacation of office by Director*

The office of a Director shall be vacated if:

- (a) he resigns by notice in writing delivered to the Secretary at the Office or tendered at a Board meeting in which event he shall vacate that office on the service of that notice on the Company or at such later time as is specified in the notice or he offers in writing to resign from his office and the Directors resolve to accept such offer;
- (b) he ceases to be a Director by virtue of any provision of the Act, is removed from office pursuant to these Articles or becomes prohibited by law from being a Director;
- (c) he becomes bankrupt, has an interim receiving order made against him, makes any arrangement or compounds with his creditors generally or applies to the Court for an interim order under Section 253, Insolvency Act 1986 in connection with a voluntary arrangement under that Act;
- (d) an order is made by any court of competent jurisdiction (whether in the United Kingdom or elsewhere) on the ground (howsoever formulated) of mental disorder for his detention or for the appointment of a guardian or receiver or other person to exercise powers with respect to his property or affairs or he is admitted to hospital in pursuance of an application for admission for treatment under any statute for the time being in force in the United Kingdom relating to mental disorder or, in any other territory, in pursuance of an application for admission under analogous legislation or regulations and the Board resolves that his office be vacated;
- (e) he shall be absent, without the permission of the Board, from 3 consecutive Board meetings provided that there shall be a period of absence of such director of not less than six consecutive months and the Board resolves that his office be vacated;
- (f) he is requested to resign by notice in writing addressed to him at his address as shown in the register of Directors and signed by all the other Directors; or
- (g) he is convicted of an indictable offence and the Directors shall

resolve that it is undesirable in the interests of the Company that he remains a Director of the Company.

47. *Resolution as to vacancy conclusive*

A resolution of the Board declaring a Director to have vacated office under the terms of Article 46 shall be conclusive as to the fact and grounds of vacation stated in the resolution.

**Directors' remuneration and expenses**

48. *Directors fees*

Except to the extent permitted by clause 5 of the memorandum of association of the Company. The Directors shall not be entitled to any salary, remuneration or other benefit in money or money's worth from the Company.

49. *Expenses*

Each Director shall be entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by him in or about the performance of his duties as Director, including any expenses incurred in attending meetings of the Board or any committee of the Board or general meetings of the Company.

**Powers and duties of the Board**

50. *Powers of the Board*

Subject to the provisions of the Act, the memorandum of association of the Company and these Articles and to any directions given by special resolution of the Company, the business of the Company shall be managed by the Board, which may exercise all the powers of the Company in fulfilment of the Company's objects. No alteration of the memorandum of association or of these Articles and no such direction given by the Company shall invalidate any prior act of the Board which would have been valid if such alteration had not been made or such direction had not been given. Provisions contained elsewhere in these Articles as to any specific power of the Board shall not be deemed to limit the general powers given by this Article.

51. *Powers of Directors being less than minimum number*

If the number of Directors is less than the minimum for the time being prescribed by these Articles the remaining Director or Directors shall act only for the purposes of appointing an additional Director or Directors to

make up such minimum or of convening a general meeting of the Company for the purpose of making such appointment. If there are no Director or Directors able or willing to act, any two members may summon a general meeting for the purpose of appointing Directors. Subject to the provisions of these Articles, any additional Director so appointed shall hold office only until the dissolution of the annual general meeting of the Company next following such appointment unless he is re-elected during such meeting.

52. *Delegation to committees*

52.1 The Board may delegate any of its powers, authorities and discretions (with power to sub-delegate) for such time on such terms and subject to such conditions as it thinks fit to any committee consisting of one or more Directors and (if thought fit) one or more other persons provided that:

- (a) a majority of the members of a committee shall be Directors; and
- (b) no resolution of a committee shall be effective unless a majority of those present when it is passed are Directors.

52.2 The Board may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary any of such powers and discharge any such committee in whole or in part. Insofar as any power, authority or discretion is so delegated any reference in these Articles to the exercise by the Board of such power, authority or discretion shall be construed as if it were a reference to the exercise of such power, authority or discretion by such committee. Subject to any terms and conditions expressly imposed by the Board, the proceedings of a committee with 2 or more members shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.

53. *Signature of cheques etc*

All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine provided that all cheques and orders for the payment of money shall be signed by two signatories being 2 Directors or one Director and such other person as approved by the Board from time to time..



54. *Exercise of voting power*

The Board may exercise or cause to be exercised the voting power conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised by the Company in such manner in all respects as it thinks fit (including the exercise of the voting power or power of appointment in favour of the appointment of any Director as a director or other officer or employee of such company or in favour of the payment of remuneration to the directors, officers or employees of such company) .

55. *Borrowing powers*

Subject as provided in the memorandum of association of the Company, the Board may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of the undertaking property and assets (present or future) of the Company.

**Proceedings of Directors and Committees**

56. *Board meetings*

Subject to the provisions of these Articles, the Board may meet for the despatch of business, adjourn and otherwise regulate its proceedings as it thinks fit.

57. *Notice of Board meetings*

One Director may and the Secretary at the request of a Director shall summon a Board meeting at any time. Notice of a Board meeting shall be deemed to be properly given to a Director if is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose. A Director may waive the requirement that notice be given to him of any Board meeting either prospectively or retrospectively. It shall not be necessary to give notice of a Board meeting to a Director who is absent from the United Kingdom unless he has requested the Board in writing that notices of Board meetings shall during his absence be given to him at any address in the United Kingdom notified to the Company for this purpose but he shall not in such event be entitled to a longer period of notice than if he had been present in the United Kingdom at that address.

58. *Quorum*

The quorum necessary for the transaction of business may be determined by the Board and until otherwise determined shall be [2]

persons one of which shall be Sustrans Director, each being a Director or an alternate Director or [two thirds] (to the nearest whole number) of the total number of Directors including at least one Sustrans Director (excluding alternative directors) from time to time. A person who holds office only as an alternate Director shall only be counted in the quorum if his appointor is not present. A Director or other person who is present at a meeting of the Board in more than one capacity (that is to say as both Director and an alternate Director or as an alternate for more than one Director) shall not be counted as 2 or more for these purposes unless at least one other Director or alternate Director is also present. A duly convened meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions for the time being vested in or exercisable by the Board. Any Director who ceases to be a Director at a meeting of the Board may continue to be present and to act as a Director and be counted in the quorum until the termination of the meeting of the Board if no Director objects and if otherwise a quorum would not be present.

59. *Chairman of Board*

The Board shall appoint one of the Sustrans Directors to become Chairman of the Board and shall determine the period for which he is to hold office and may at any time remove him from office. If no such Chairman is elected or if at any meeting the Chairman is not present within 15 minutes of the time appointed for hold the same, the Directors present shall choose one of their number to be Chairman of such meeting.

60. *Voting*

- 60.1 Subject to Article 6.2 on any vote every Director present at the meeting shall be entitled to one vote provided that a Director or other person, who is present at a meeting of the Board in more than one capacity (that is to say as both Director and an alternate Director or as an alternate for more than one Director) shall be entitled to exercise that number of votes such Director or other person represents. Provided that if at any Board meeting the number of directors appointed by any member (or their alternates) who are present at the meeting falls short of the number of directors which that member is entitled to appoint then the directors appointed by that member who are present (or their alternates) at the meeting shall between them be entitled to exercise that number of votes equal to the number of directors which that number is entitled to appoint. Questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes the Chairman of that meeting shall have a second or casting

vote.

- 60.2 If the number of directors appointed by Sustrans at any time falls short of the number Sustrans is entitled to appoint, then the director(s) appointed by Sustrans shall be entitled (between them if more than one director is so appointed) to exercise that number of votes equal to the number of directors Sustrans is entitled to appoint.

61. *Participation by telephone*

Any Director or his alternate may validly participate in a meeting of the Board or a committee of the Board through the medium of conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or if there is no group which is larger than any other group where the Chairman of the meeting then is. Subject to the Act, all business transacted in such manner by the Board or a committee of the Board shall for the purpose of these Articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board notwithstanding that 2 or fewer than 2 Directors or alternate Directors are physically present at the same place.

62. *Resolution in writing*

A resolution in writing executed by all the Directors for the time being entitled to receive notice of a Board meeting and not being less than a quorum or by all the members of a committee of the Board for the time entitled to receive notice of such committee meeting and not being less than a quorum of that committee shall be as valid and effective for all purposes as a resolution duly passed at a meeting of the Board (or committee as the case may be). Such a resolution:

- (a) may consist of several documents in the same form each executed by one or more of the Directors or members of the relevant committee, including executions evidenced by means of facsimile transmission;
- (b) need not be signed by an alternate Director if it is signed by the Director who appointed him; and
- (c) if signed by an alternate Director need not also be signed by his appointor.

For such a resolution to be effective it shall not be necessary for it to be signed by a Director who is prohibited by these Articles from voting thereon or by his alternate.

63. *Minutes of proceedings*

63.1 The Board shall cause minutes to be made in books kept for the purpose of recording:

- (a) all appointments of officers and committees made by the Board; and
- (b) the names of Directors present at every meeting of the Board or a committee of the Board and all orders, resolutions and proceedings of such meetings.

63.2 Any such minutes if purporting to be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting or the Secretary, shall be prima facie evidence of the matters stated in such minutes without any further proof.

64. *Validity of proceedings*

All acts done by a meeting of the Board or of any committee of the local board or agency or by any person acting as a Director, alternate Director or member of a committee shall, as regards all persons dealing in good faith with the Company notwithstanding that it is afterwards discovered that there was some defect in the appointment of any person or persons acting as aforesaid or that they or any of them were or was disqualified from holding office or not entitled to vote or had in any way vacated their or his office or that the delegation to such committee, had been annulled, varied or revoked, be as valid as if every such person had been duly appointed, and was duly qualified and had continued to be a Director, alternate director or member and had been entitled to vote or as if the delegation had continued in full force and effect.

65. *Directors' interests*

65.1 A Director shall not participate in the discussion nor vote at a meeting of Directors or of a committee of Directors on any resolution concerning the matter in which the Director or the organisation nominating him as a Director has, directly or indirectly, an interest. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

65.2 Except to the extent provided in clause 5 of the Company's

memorandum of association, a Director may not be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is otherwise interested, either in regard to his tenure of any office or place of profit or as vendor, purchaser or otherwise.

66. *Chairman's ruling conclusive on Director's interest*

If any question arises at any meeting of the Board or any committee of the Board as to the materiality of a Director's interest (other than the Chairman's interest) or as to the entitlement of any Director (other than the Chairman) to vote or be counted in a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or from being counted in the quorum such question (unless the Director concerned is the Chairman in which case Article 67 shall apply) shall before the conclusion of the meeting be referred to the Chairman of the meeting. The Chairman's ruling in relation to the Director concerned shall be final and conclusive except in a case where the nature or extent of the interest of the Director has not been fairly disclosed.

67. *Directors' resolution conclusive on Chairman's interest*

If any question arises at any meeting of the Board or any committee of the Board as to the materiality of the Chairman's interest or as to the entitlement of the Chairman to vote or be counted in a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall before the conclusion of the meeting be decided by resolution of the Directors or committee members present at the meeting (excluding the Chairman) whose majority vote shall be final and conclusive except in a case where the nature or extent of the interest of the Director has not been fairly disclosed.

**The Seal**

68. *Application of Seal*

The Seal shall be used only by the authority of a resolution of the Board or of a committee of the Board so authorised. The Board may determine whether any instrument to which the Seal is affixed shall be signed and if it is to be signed who shall sign it. Unless otherwise so determined every other instrument to which the Seal is affixed shall be signed by a Director and the Secretary or by 2 Directors or by any other person appointed by the Board for the purpose.

69. *Deed without sealing*

A document signed by a Director and by the Secretary or by 2 Directors and expressed (in whatever form of words) to be executed by the Company as a deed shall have the same effect as if it were executed under the Seal, provided that no instrument shall be so signed which makes it clear on its face that it is intended by the person or persons making it to have effect not as a deed without the authority of a resolution of the Board or of a committee of the Board authorised in that behalf. An instrument or document which is executed by the Company as a deed shall not be deemed to be delivered by the Company solely as a result of it having been executed by the Company.

**Secretary**

70. *The Secretary*

- 70.1 Subject to the provisions of the Act, the Board shall appoint a Secretary or joint Secretaries and shall have power to appoint one or more persons to be an assistant or deputy Secretary at such remuneration and on such terms and conditions as it thinks fit and any Secretary so appointed may be removed by them but without prejudice to any claim for damages for breach of any contract of services between him and the company. No person shall be appointed to hold the salaried position of Secretary who is a Director of the Company or a corporation in which a Director of the Company is interested.
- 70.2 Any provision of the Act or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as or in place of the Secretary.

**Accounts**

71. *Accounting records*

The Board shall cause accounting records to be kept in accordance with the Act and shall keep such other books and registers as are necessary to comply with the Act.

72. *Inspection of records*

The accounting records shall be kept at the registered office or (subject to the Act) at such other place in United Kingdom as the Board thinks fit. No member (other than a Director) shall have any right to inspect any accounting record or other document of the Company unless he is authorised to do so by statute, by order of the Court, by the Board or by

ordinary resolution of the Company. These records shall always be open for inspection by officers of the Company.

73. *Accounts to be sent to members*

A printed copy of the Directors' and Auditors reports accompanied by printed copies of the annual accounts (including every document required by law to be comprised in them or annexed or attached to them) shall not less than 21 clear days before the meeting before which they are to be laid, be delivered or sent by post to every member of the Company and to the Auditors and to every other person who is entitled to receive notice of general meetings. However, this Article shall not require a copy of those documents to be sent to any person who under the provisions of these Articles is not entitled to receive notices from the Company or of whose address the Company is unaware. Any member to whom such documents are sent shall be entitled to receive a further copy, free of charge, on application at the Office.

74. *Validity of Auditors' acts*

Subject to the provisions of the Act, all acts done by any person acting as an Auditor shall, as regard all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment or subsequently became disqualified.

**Notices**

75. *Notice to be in writing*

Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice convening a Board meeting need not be in writing. Nothing in Articles 75 to 79 shall affect any requirements of the Act that any particular offer, notice or other document be served in any particular manner.

76. *Service of notice on members*

- 76.1 The Company may give any notice or document to a member, either personally or by sending it by post or other delivery service in a first-class prepaid envelope addressed to the member at his registered address or by leaving it at that address.
- 76.2 In the case of joint members all notices or documents shall be given to the joint holder whose name stands first in the Register in respect of the joint membership. Notice so given shall be sufficient notice to all

the joint members.

76.3 Where a member (or in the case of joint members the person first named in the Register) has a registered address outside the United Kingdom but has notified the Company of an address within the United Kingdom at which notices or other documents may be given to him, he shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice or document from the Company.

76.4 If on 3 consecutive occasions notices or other documents have been sent through the post to any member at his registered address or his address for the service of notices but have been returned undelivered, such member shall not thereafter be entitled to receive notices or other documents from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address within the United Kingdom for the service of notices.

76.5 Any notice to be given to a member may be given by reference to the Register as it stands at any time within the period of fifteen days before the notice is given and no change in the Register after that time shall invalidate the giving of the notice.

77. *Evidence of service*

77.1 Any member present, in person or by proxy at any meeting of the Company shall be deemed to have received due notice of such meeting, and, where requisite, of the purposes for which such meeting was called.

77.2 Any notice certificate or other document, addressed to a member at his registered address or address for service in the United Kingdom shall, if sent by post be deemed to have been given at the expiration of 24 hours after the envelope was posted. In proving such service or delivery it shall be sufficient to prove that the envelope containing the notice or document was properly addressed and put into the post as a prepaid letter. Any notice, certificate or other document not sent by post but delivered or left at a registered address or address for service in the United Kingdom shall be deemed to have been served or delivered on the day on which it was so delivered or left.

78. *Notice by advertisement*

Any notice to be given by the Company to the members or any of them and not otherwise provided for by these Articles shall be sufficiently given if given by advertisement in at least one leading daily national



newspaper published in the United Kingdom. Any notice given by advertisement shall be deemed to have been served at noon on the day on which the advertisement first appears.

79. *Suspension of postal services*

If at any time by reason of the threat of or of the suspension, interruption or curtailment of postal services within the United Kingdom, the Company is or would be unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least 2 leading daily national newspapers. This notice shall be deemed to have been duly served on all members entitled to it at noon on the day on which the first of such advertisements appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

80. *Division of assets*

The provision of clauses 7 and 8 of the Company's 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.

**Indemnity**

81. *Right to indemnity*

Subject to the provisions of the Act but without prejudice to any indemnity to which he may be otherwise entitled, every Director, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, damages and liabilities incurred by him in the actual or purported execution or discharge of his duties or exercise of his powers or otherwise in relation to them including (without prejudice to the generality of the foregoing) any liability incurred defending any proceedings (whether civil or criminal) which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which relief is granted to him by any court of competent jurisdiction from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

82. *Power to insure*

Subject to the provisions of the Act and clause 4 of the Company's memorandum of association, the Board may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a Director or other officer or employee of the Company indemnifying such person against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director, officer, employee or trustee.

83. *Rules*

83.1 The Directors may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:

- (a) the admission and classification of members of the Company (including the admission of organisations to membership) and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
- (b) the conduct of members of the Company in relation to one another, and to the Companys servants;
- (c) the setting aside of the whole or any part or parts of the Companys premises at any particular time or times or for any particular purpose or purposes;
- (d) the procedure at general meetings and meetings of the Directors and committees of the directors in so far as such procedure is not regulated by the Articles;
- (e) generally, all such matters as are commonly the subject matter of company rules.

83.2 The Company in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Directors shall adopt such means as they think sufficient to bring to the notice of members of the Company all such rules or bye laws, which shall be binding on all members of the Company. Provided that no rule or bye law shall be

inconsistent with, or shall affect or repeal anything contained in, the memorandum or the Articles.

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Names and addresses of subscribers

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John Grimshaw  
58 Bellevue Crescent  
Hotwells  
Bristol BS8 4TF



Malcolm Shepherd  
35 Kings Road  
Clevedon  
North Somerset  
BS21 7EN



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Dated 13 March 1998

Witness to the above signatures:

Signature of witness:



Name:

R. ALTHEN

Address:

50 Queen Charlotte Street  
Bristol BS1 4HE

Occupation:

Solicitor