

Company Number: 03664126

I hereby certify this
to be a true copy
of the original

THE COMPANIES ACTS 1985 - 1989

WRITTEN RESOLUTION

OF

CHILDREN'S PROMISE

*Solicitor
City of London
130207.*

We the undersigned, being all the members of the above company, for the time being entitled to receive notice of, attend and vote at General Meetings, hereby unanimously pass the following resolution and agree that the said resolution shall for all purposes be as valid and effective as if the same had been passed at a General Meeting of the company duly convened and held.

It is resolved that the articles of association in the form attached and initialled by the members for the purposes of identification be adopted as the articles of association of the company in substitution for and to the exclusion of all previous articles of association

Signed for and on behalf of

Marks & Spencer plc

.....

Signed for and on behalf of

Barnardos

.....

Signed for and on behalf of

The Trustees for the time being of the BBC Children in Need Appeal

Emoly
.....

FRIDAY



AGHUON4G

A26

16/02/2007

449

COMPANIES HOUSE

Company Number: 03664126

THE COMPANIES ACTS 1985 - 1989

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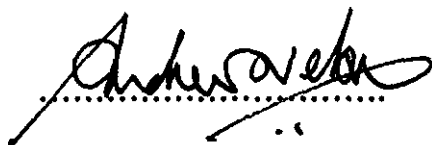
Signed for and on behalf of

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FRIDAY



AGHUNN4F
A26 16/02/2007 450
COMPANIES HOUSE

Signed for and on behalf of
Childline

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Signed for and on behalf of
Church of England Children's Society

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Signed for and on behalf of
Comic Relief

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Signed for and on behalf of
National Society for the Prevention of cruelty to Children

A handwritten signature in black ink, appearing to be 'R. T. P.' followed by a long horizontal stroke.

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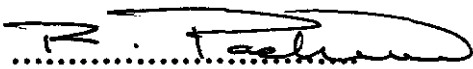
Signed for and on behalf of
NCH Action for Children

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Dated this 31 day of March 2006

Signed for and on behalf of

Childline

.....

Signed for and on behalf of

Church of England Children's Society

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Signed for and on behalf of

Comic Relief

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Signed for and on behalf of

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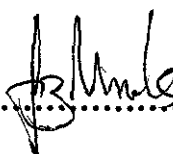
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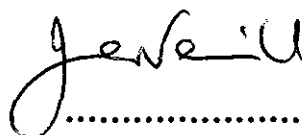
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Childline

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Signed for and on behalf of
Comic Relief


.....

JUDITH MCNEILL

Signed for and on behalf of
National Society for the Prevention of cruelty to Children

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Signed for and on behalf of
NCH Action for Children

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Dated this 31 day of March 2006

Company Number 03664126

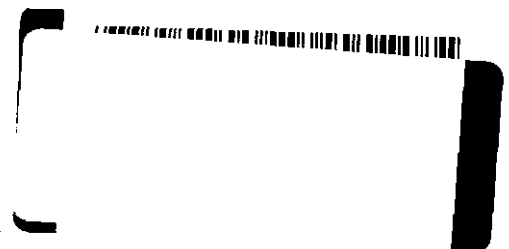
THE COMPANIES ACTS 1985 to 1989

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

**MEMORANDUM
and
REVISED
ARTICLES OF ASSOCIATION
OF
CHILDREN'S PROMISE**

**as adopted by Special Written Resolution
passed on**

31 March 2006



**Bates Wells & Braithwaite
2-6 Cannon Street
London EC4M 6YH
Ref: STL/AES/201797.1**

Company Number 03664126

THE COMPANIES ACTS 1985 and 1989

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

MEMORANDUM OF ASSOCIATION

of

CHILDREN'S PROMISE

1. The name of the company ("the Charity") is Children's Promise.
2. The registered office of the Charity will be in England and Wales.

Objects

3. The Charity's objects are to advance any purpose which is exclusively charitable under the laws of England and Wales which relates to children and young persons at the Trustees' absolute discretion.

Powers

4. To promote its objects but not for any other purpose the Charity may:
 - 4.1 make grants to, support and assist charitable institutions;
 - 4.2 write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities;
 - 4.3 promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, meetings, seminars, displays or classes;
 - 4.4 promote, encourage, carry out or commission research, surveys, studies or other work, publishing the useful results;
 - 4.5 purchase, lease, hire, receive in exchange or as a gift any interest whatever in real or personal property and equip it for use;

- 4.6 subject to any consent required by law, sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property with or without payment and subject to such conditions as it may think suitable.
- 4.7 subject to any consent required by law, borrow and raise money on such terms and security as the Charity may think suitable;
- 4.8 raise funds and invite and receive contributions from any person(s) provided that the Charity shall not undertake any permanent trading activities in raising funds;
- 4.9 carry on trade in the course of carrying out its objects;
- 4.10 carry on temporary trade ancillary to carrying out its objects;
- 4.11 incorporate subsidiary companies to carry on any trade;
- 4.12 employ and pay employees and professional or other advisors;
- 4.13 grant pensions and retirement benefits to employees of the Charity and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Charity and their dependants;
- 4.14 establish, promote, support, aid, amalgamate or co-operate with, become a part or member, affiliate or associate of, and act as or appoint trustees, agents, nominees or delegates to control and manage charitable institutions whether corporate or non-corporate with objects similar to the Charity's objects and subscribe, lend or guarantee money to such charitable institutions;
- 4.15 undertake and execute any charitable trusts which may lawfully be undertaken by it;
- 4.16 invest and deal with the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.17 guarantee and become or give security for the performance of contracts by any person or company;
- 4.18 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute promissory notes, bills of exchange and other negotiable instruments;
- 4.19 purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any charitable institutions whether corporate or non-corporate with objects similar to the Charity's objects;
- 4.20 pay out of its funds the costs of forming and registering the Charity;

- 4.21 pay out of its funds the cost of any premium in respect of any Trustees Indemnity Insurance to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity. No such insurance shall extend to any claim arising from any act or omission which the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not;
- 4.22 do all such other lawful things as shall further the Charity's objects.
5. The income and property of the Charity shall be applied solely towards the promotion of its objects set out in this Memorandum. No part shall be paid or transferred directly or indirectly to members or Trustees of the Charity except for:
- 5.1 payment in good faith of:
- 5.1.1 reasonable and proper wages to any employee (not being a Trustee) for any services given to the Charity and of reasonable travelling and other expenses necessarily incurred in carrying out the duties of any member officer or employee of the Charity;
 - 5.1.2 interest on money lent to the Charity at a reasonable and proper rate;
 - 5.1.3 reasonable and proper rent for premises let to the Charity;
 - 5.1.4 fees or other benefits to any company of which a Trustee or member is also a member holding not more than 1/100th part of the capital;
 - 5.1.5 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.21 of this Memorandum;
 - 5.1.6 the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf; except that at no time shall a majority of the members of the Charity or of the Trustees benefit under this provision and provided that any such member or Trustee shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion.
6. The liability of the members is limited.
7. Every member of the Charity undertakes to contribute such amount as may be required, not exceeding £1, to the Charity's assets if it should be wound up

while he or she is a member or within one year after he or she ceases to be a member:

- 7.1 for the payment of the Charity's debts and liabilities contracted before he or she ceased to be a member;
 - 7.2 for the costs, charges and expenses of winding up; and
 - 7.3 for the adjustment among themselves of the rights of persons who have contributed to the Charity's assets.
8. If any property remains after the Charity has been wound up or dissolved and all debts and liabilities have been satisfied, it shall not be paid to or distributed among members of the Charity. It shall instead be given or transferred to some other charitable institution or institutions having similar objects to those of the Charity and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as clause 5 of this Memorandum imposes upon the Charity. The institution or institutions which are to benefit shall be chosen by the Trustees of the Charity at or before the time of winding up or dissolution.

We, the subscribers to this Memorandum, wish to be formed into a company in accordance with this Memorandum.

SIGNATURES, NAMES AND ADDRESSES OF SUBSCRIBERS

1. Signature:

Name: Roger Alderidge

MARKS AND SPENCER Plc
CRN 214436

Address: Michael House
Baker Street, London W1A 1DN

Date: 20 October 1998

WITNESS to the above signature:

Signature:

Name: R G Ivens

Address: Midland House, Bale Street, London W1A 1DN

Occupation: Solicitor

2. Signature:

Name: Neils De Vos

NEW MILLENNIUM EXPERIENCE COMPANY LIMITED
CRN 3113928

Address: Registered Office: 110 Buckingham Palace Road London SW 9SB

Date: 20 October 1998

WITNESS to the above signature:

Signature:

Name: L J Kane

Address: 110 Buckingham Palace Road, London SW1W 9SB

Occupation: Managing Director

Company Number: 03664126

**THE COMPANIES ACTS 1985 to 1989
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
OF
CHILDREN'S PROMISE**

Interpretation

1. In these Articles and the Memorandum of Association the following terms shall have the following meanings:-

- | | | |
|-----|---------------------------|--|
| 1.1 | “Act” | the Companies Act 1985 including any statutory modification or re-enactment for the time being in force |
| 1.2 | “Articles” | these Articles of Association of the charity |
| 1.3 | “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 |
| 1.4 | “Charity” | Children's Promise |
| 1.5 | “Memorandum | the Memorandum of Association of the Charity |
| 1.6 | “Office” | the registered office of the Charity |
| 1.7 | “Participating Charities” | Barnardos whose registered office is at Tanners Lane, Barkingside, Ilford, Essex IG6 1QG (charity number 216250) Company Number 61625. |

The Trustees for the time being of the BBC Children In Need Appeal of Bush House, PO Box 76, Strand, London WC2 4PH (charity number 80252).

Church of England Children's Society whose registered office is at Edward Rudolph House, Margery Street, London WC1X 0JL (charity number 221124) Company Number 40004.

Comic Relief whose registered office is at Hanover House, Hanover Square, London W1R 0BE (charity number 326568) Company Number 1967154.

The National Society for the Prevention of Cruelty to Children whose registered office is at NSPCC National Centre, 42 Curtain Road, London EC2A 3NH (charity number 216401) Company Number 922359.

NCH Action for Children whose registered office is at 85 Highbury Park, London N5 1UB (charity number 215031).

- | | | |
|------|----------------------------------|---|
| 1.8 | "Participating Charity Trustees" | the Trustees nominated by the Participating Charities under Article 15.2 |
| 1.9 | "Secretary" | the Secretary of the Charity or any other person appointed to perform the duties of the Secretary of the Charity, including a joint, assistant or deputy Secretary. |
| 1.10 | "Trustee and Trustees" | equivalent to the director and directors as defined in the Act. |
2. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Charity.

Membership

3. Notwithstanding any clause to the contrary setout herein the subscribers to the Memorandum and such other persons as are admitted to membership by unanimous consent of the Participating Charities, shall be the members of the Charity.
4. Membership shall not be transferable. A member shall cease to be a member:
- 4.1 on the expiry of at least seven clear days' notice given by it to the Charity of intention to withdraw;

- 4.2 if it makes any arrangement or composition with creditors generally or it goes into liquidation otherwise than for the purpose of a solvent reconstruction or amalgamation or has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets or an order is made or a resolution passed for its winding up.

Patron

5. The Trustees may appoint and remove any person as a patron of the Charity and on such terms as it shall think fit.
6. A patron shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Charity as if a member and shall also have the right to receive accounts of the Charity when available to members.

General Meetings

Annual General Meeting

7. The Charity shall hold an annual general meeting within 18 months of incorporation and afterwards once in each calendar year. Not more than 15 months shall pass between the date of one annual general meeting and the next. It shall be held at such time and place as the Trustees shall think suitable.

Other General Meetings

8. The Trustees may call a general meeting at any time. Trustees shall call a general meeting on receiving a requisition to that effect, signed by at least 10% of the members having the right to attend and vote at general meetings. In default, the requisitionists may call a general meeting in accordance with the Act.

Length of Notice

9. Unless Article 10 applies, an annual general meeting and a general meeting called to pass a special resolution or a resolution appointing a person as a Trustee shall be called by at least 21 clear days' written notice and any other general meeting shall be called by at least 14 clear days' written notice.
10. A general meeting may be called by shorter notice if it is so agreed:
- 10.1 in the case of an annual general meeting, by all the members entitled to attend and vote at that meeting; and
- 10.2 in the case of any other general meeting, by a majority of the members having a right to attend and vote at that meeting. Any such majority shall together represent at least 95% of the total voting rights at that meeting of all the members.

Contents of Notice

11. Every notice calling a general meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted. In the case of an annual general meeting, the notice shall in addition specify the meeting as such. If a special resolution is to be proposed, the notice shall contain a statement to that effect.

Service of Notice

12. Notice of general meetings shall be given to every member and to the Trustees and any patron and to the auditors of the Charity.

Proceedings at General Meetings

13. The business of any General Meeting shall be conducted in such manner as the members shall decide.
14. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he or she was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each signed by or on behalf of one or more members.

Trustees

The Board of Trustees

- 15.1 Unless otherwise decided by ordinary resolution the maximum number of Trustees shall be 10 and the minimum shall be 7 comprising:
 - 15.1.1 the Participating Charity Trustees; and
 - 15.1.2 up to 3 other Trustees (one of whom shall be Margaret Booth) appointed by unanimous consent of the Participating Charity Trustees.
- 15.2 Each Participating Charity shall appoint a Participating Charity Trustee which Trustee shall be appointed or removed by the Participating Charity serving written notice signed on behalf of the Participating Charity on the Secretary at the Office.
- 15.3 The Trustees to be appointed pursuant to article 15.1.2 shall be appointed by unanimous consent of the Participating Charity Trustees by serving notice to such effect on the Secretary at the Office.

Powers of Trustees

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

Regulations

18. The Trustees shall have power from time to time to make, repeal or alter regulations as to the management of the Charity and its affairs, as to the duties of any officers or employees of the Charity, as to the conduct of business by the Trustees or any committee and as to any of the matters or things within the powers or under the control of the Trustees provided that such regulations shall not be inconsistent with the Memorandum or the Articles.

Delegation of Trustees' powers

19. The Trustees may delegate any of their powers or the implementation of any of their resolutions to any committee in accordance with the following conditions:
 - 19.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number); and
 - 19.2 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify; and
 - 19.3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported forthwith to the Trustees and for that purpose every committee shall appoint a secretary; and
 - 19.4 all delegations under this Article shall be revocable at any time; and
 - 19.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as they may from time to time think fit.
20. For the avoidance of doubt, the Trustees may (in accordance with Article 19) delegate all financial matters to any committee and may empower such

committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee, provided always that no committee shall incur expenditure on behalf of the Charity except in accordance with a budget which has been approved by the Trustees.

21. The meetings and proceedings of any committee shall be governed by the provisions of the Articles regulating the meetings and proceedings of the Trustees so far as the same are applicable.

Investment Management

The Trustees may appoint as the investment manager for the Charity a person whom they are satisfied after inquiry is a proper and competent person to act in that capacity and who is an individual or firm of repute with experience of investment or financial management and who is authorised to give investment advice within the meaning of the Financial Services and Markets Act 2000.

22. The Trustees may, subject to these Articles, delegate to an investment manager so appointed power at his or her discretion to buy and sell investments for the Charity on behalf of the Trustees in accordance with the investment policy laid down by the Trustees.
23. Where the Trustees make any delegation in accordance with these Articles they shall:
 - 23.1 inform the investment manager in writing of the extent of the Charity's investment power;
 - 23.2 lay down a detailed investment policy for the Charity and immediately inform the investment manager in writing of it and of any changes to it;
 - 23.3 ensure that the terms of the delegated authority are clearly set out in writing and notified to the investment manager;
 - 23.4 ensure that they are kept informed and review on a regular basis the performance of their investment portfolio managed by the investment manager and on the exercise by him or her of his or her delegated authority;
 - 23.5 take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority;
 - 23.6 review the appointment at such intervals not exceeding 24 months as they shall think fit.
24. Where the Trustees make any delegation in accordance with these Articles they shall do so on the terms that:

- 24.1 the investment manager shall comply with the terms of his or her delegated authority;
- 24.2 the investment manager shall not do anything which the Trustees do not have the power to do;
- 24.3 the trustees may with reasonable notice revoke the delegation or vary any of its terms in a way which is consistent with these Articles; and
- 24.4 the Trustees shall give directions to the investment manager as to the manner in which he or she is to report to them all sales and purchases of investments made on their behalf.
- 25. The Trustees may:
 - 25.1 make such arrangements as they think fit for any investments of the Charity or income from those investments to be held by a corporate body as the nominee of the Charity whose registered office is in England and Wales; and
 - 25.2 pay reasonable and proper remuneration to any corporate body acting as the nominee of the Charity in pursuance of this Article.

Appointment and retirement of Trustees

- 26. The Trustees shall be appointed either by the Participating Charity or the Participating Charity Trustees for such period(s) of office as they think fit in accordance with article 15. No person may be appointed as a Trustee:
 - 26.1 unless he or she has attained the age of 18 years; or
 - 26.2 in circumstances that had he or she been a Trustee he or she would have been disqualified from acting under the provisions of Article 28.

Disqualification and removal of Trustees

- 27. The office of a Trustee shall be vacated if:
 - 27.1 he or she ceases to be a Trustee by virtue of any provision of the Act or he or she becomes prohibited by law from being a Trustee; or
 - 27.2 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
 - 27.3 he or she is, or may be, suffering from mental disorder and either:
 - 27.3.1 he or she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or

- 27.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his or her property or affairs; or
- 27.4 he or she resigns his or her office by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect); or
- 27.5 a written notice is served on the Charity at the Office addressed to the Secretary dismissing him or her as a Trustee and duly signed on behalf of the relevant Participating Charity in accordance with article 15.2 or by the Participating Charity Trustees in accordance with article 15.3.

Expenses of Trustees

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

Proceedings of Trustees

29. Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.
30. Two Trustees may, and the Secretary at the request of two Trustees shall, call a meeting of the Trustees. Notice of every meeting of the Trustees stating the general particulars of all business to be considered at such meeting shall be sent by post to each Trustee at least seven clear days (excluding Saturdays, Sundays and Bank Holidays) before such meeting unless urgent circumstances require shorter notice, but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice or by reason of any business being considered which is not specified in such general particulars.
31. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes and for such time as she is a Trustee Margaret Booth shall have a second or casting vote. Where Margaret Booth ceases to be a Trustee or in her absence at a meeting then in event of an equality of votes the chair shall have a second or casting vote.
32. The quorum for the transaction of the business of the Trustees may be fixed by the Trustees and, unless so fixed at any other number, shall be three.
33. The continuing Trustees or a sole continuing Trustee may act notwithstanding any vacancies in their number but, if and so long as the number of Trustees is less than the number fixed as a quorum, the Trustees may act for the purpose of

increasing the number of Trustees to that number or of summoning a general meeting of the Charity but for no other purpose.

34. The Trustees may appoint one of their number to be the chair of the Trustees and may at any time remove him or her from that office. Unless he or she is unwilling to do so, the Trustee so appointed shall preside at every meeting of Trustees at which he or she is present. If there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chair of the meeting.
35. All acts done by a meeting of Trustees, or of a committee of Trustees, or by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
36. A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees shall be as valid and effectual as if it had been passed at a meeting of Trustees or (as the case may be) a committee of Trustees duly convened and held and may consist of several documents in the like form each signed by one or more Trustees. The date of a written resolution of the Trustees shall be the date on which the last Trustee signs.

General

Secretary

37. Subject to the provisions of the Act, the Secretary shall be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit and may be removed by them.

Minutes

38. The Trustees shall cause minutes to be made in books kept for the purpose:
 - 38.1 of all appointments of officers made by the Trustees; and
 - 38.2 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

Accounts and Reports

39. The Charity may in general meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the Charity may be inspected by the members but subject thereto the statutory books and accounting records shall be open to inspection by the members during usual business hours.
40. The Trustees shall comply with the requirements of the Act and of the Charities Act 1993 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit or examinations of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of:
 - 40.1 annual reports;
 - 40.2 annual returns;
 - 40.3 annual statements of account.

Notices

41. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing.
42. The Charity may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at its registered address or by leaving it at that address.
43. A member present, either in person or by proxy, at any meeting of the Charity shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
44. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

Indemnity

45. Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust or otherwise as may be permitted by law in

relation to the affairs of the Charity, and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

Trustees' Indemnity Insurance

46. The Trustees shall have power to resolve pursuant to clause 4.21 of the Memorandum to effect trustees' indemnity insurance, despite their interest in such policy.

Winding-up

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